UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.	8:22-cv-01700-MRA-AS	Date	September 29, 2025
Title	*Sun West Mortgage Co. Inc. v. First National Bank of Pennsylvania*		

Present: The Honorable	MONICA RAMIREZ ALMADANI, UNITED STATES DISTRICT JUDGE

Melissa H. Kunig	None Present
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
None Present	None Present

Proceedings: **(IN CHAMBERS) ORDER REGARDING ATTORNEYS' FEES**

On July 3, 2025, the Court directed the parties to submit additional briefing of no more than 10 pages "concerning each party's entitlement to attorneys' fees and costs pursuant to Paragraph 21 of the Settlement Agreement." ECF 88 at 24. The parties subsequently filed post-trial briefs, responses, and replies. Having carefully considered the parties' arguments and submissions, the Court finds and concludes as follows.

I. BACKGROUND

Plaintiff Sun West Mortgage Company Inc. ("Sun West") filed this action against Defendant First National Bank of Pennsylvania ("FNB") on September 7, 2022, asserting two causes of action for breach of written agreement and breach of the implied covenant of good faith and fair dealing. ECF 1. Sun West alleged that FNB breached a May 16, 2017, settlement agreement ("Settlement Agreement") by declining to re-purchase two reverse mortgage loans—the "Barner Loan" and the "Hastings Loan." *Id.* Sun West's complaint sought $414,019.55 in damages associated with the Hastings Loan, and $158,082.48 in damages associated with the Barner Loan. *Id.* ¶¶ 8–9.

The Court held a three-day bench trial beginning on November 4, 2025. The Court found that as to the Hastings Loan, Sun West produced evidence sufficient to establish each element of its claims for breach of contract and breach of implied covenant of good faith and fair dealing. ECF 88 at 17–18. The Court found that as to the Barner Loan, the evidence was insufficient to show that Sun West performed its obligations under the terms of the Settlement Agreement, and that there was no excuse for this nonperformance—therefore, Sun West's claims failed as to the Barner Loan. *Id.* at 16–17. The Court rejected FNB's affirmative defenses of failure to mitigate damages, laches, release, waiver, and estoppel. *Id.* at 19–23. The Court determined that Sun West's damages amounted to the payoff balance of the Hastings Loan, which, as of November 4, 2024, totaled $497,701.65. *Id.* at 24.

The Court ordered the parties to submit additional briefing "concerning each party's entitlement to attorneys' fees and costs pursuant to Paragraph 21 of the Settlement Agreement." *Id.* at 24. Sun West and FNB each filed Post-Trial Briefs setting forth their respective positions regarding fees. ECF 92 (FNB Post-Trial Brief); ECF 93 (Sun West Post-Trial Brief). The parties then each filed responses/oppositions to the initial Post-Trial Briefs. ECF 95 (Sun West Response to FNB Post-Trial Brief); ECF 97 (FNB Response to Sun West Post-Trial Brief). Sun West then filed a reply in support of its Post-Trial Brief. ECF 99.[1]

II. LEGAL STANDARD

In a diversity case, state law governs both the right to recover fees and the computation of the fees. *See Mangold v. Cal. Pub. Utils. Comm'n*, 67 F.3d 1470, 1478 (9th Cir. 1995) ("Existing Ninth Circuit precedent has applied state law in determining not only the right to fees, but also in the method of calculating the fees."). California Civil Code § 1717(a) governs attorneys' fees applications stemming from contract actions and provides as follows:

> In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs.

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[1] The numerous filings appear to stem from the parties' differing interpretations of the Court's briefing order. In FNB's view, the Court directed the parties to "submit briefing on whether either party prevailed in this litigation . . . not to assume that either party prevailed and to file what amounts to a motion for attorneys' fees." ECF 97 at 13. Sun West, on the other hand, interpreted the order as directing the parties "to submit briefing on entitlement, which is to determine who is entitled to fees, *and* how much in fees and costs." ECF 99 at 4. The Court concludes that, based on the parties' submissions, both issues have been fully addressed, and both parties have had adequate opportunity to set forth their respective positions on the prevailing party issue as well as the propriety of Sun West's claimed fees.

III. DISCUSSION

A. Prevailing Party

At the outset, the parties dispute who, if anyone, is the "prevailing party" in this action. FNB contends that neither party prevailed in this action because Sun West prevailed only on its claims with respect to one of the two loans at issue in this litigation. ECF 92. Sun West, for its part, argues that it is the prevailing party because it recovered the "greater relief" in the action. ECF 93.

Under California law, the party prevailing on the contract "shall be the party who recovered a greater relief in the action on the contract." Cal. Civ. Code § 1717(b)(1). The California Supreme Court has provided the following guidance regarding the determination of who may be considered a "prevailing party" in a contract action:

> [I]n deciding whether there is a "party prevailing on the contract," the trial court is to compare the relief awarded on the contract claim or claims with the parties' demands on those same claims and their litigation objectives as disclosed by the pleadings, trial briefs, opening statements, and similar sources. The prevailing party determination is to be made only upon final resolution of the contract claims and only by a comparison of the extent to which each party ha[s] succeeded and failed to succeed in its contentions.

Hsu v. Abbara, 9 Cal. 4th 863, 876 (1995) (quotation marks omitted) (citation omitted) (second alteration in original).

> [I]n determining litigation success, courts should respect substance rather than form, and to this extent should be guided by "equitable considerations." For example, a party who is denied direct relief on a claim may nonetheless be found to be a prevailing party if it is clear that the party has otherwise achieved its main litigation objective.

Id. at 877.

"If neither party achieves a complete victory on all the contract claims, it is within the discretion of the trial court to determine which party prevailed on the contract or whether, on balance, neither party prevailed sufficiently to justify an award of attorney fees." *Scott Co. of California v. Blount, Inc.*, 20 Cal. 4th 1103, 1109 (1999).

The parties agree that neither of them achieved a complete victory on all contract claims, because the Court determined that Sun West was entitled to the payoff balance of the Hastings Loan but not the Barner Loan. ECF 88 at 16–18. Sun West originally sought to recover $414,019.55 in connection with the Hastings Loan, and $158,082.48 in connection with the Barner Loan. ECF 1 ¶ 10. The Court ultimately determined that Sun West suffered damages in the amount of $497,701.65, representing the payoff balance of the Hastings Loan. ECF 88 at 24.

Under the circumstances of this case, the Court concludes that Sun West is the prevailing party and is therefore entitled to recover its attorneys' fees and costs. Although Sun West did not obtain "a simple, unqualified decision" in its favor, *Hsu*, 9 Cal. 4th at 865, it prevailed on its two causes of action and was awarded most of its requested damages. The Court therefore "finds that [Sun West's] significant monetary recovery on the central claim in the case makes [Sun West] the prevailing party." *Citrus El Dorado LLC, v. Stearns Bank*, No. SACV091462DOCRNBX, 2016 WL 7626583, at *5 (C.D. Cal. Apr. 18, 2016).[2] Comparing the "relief awarded on the contract claim[s] . . . with [Sun West's] demands on those claims and their litigation objectives as disclosed by the pleadings, trial briefs, opening statements, and similar sources" leaves no doubt that Sun West accomplished in large part its litigation objectives. *Hsu*, 9 Cal. 4th at 876. That conclusion is further bolstered by the fact that the Court rejected each of FNB's affirmative defenses. ECF 88 at 18–23.

FNB acknowledges the fact "[t]hat one party obtained a net monetary recovery may be a significant factor," although not necessarily dispositive, in assigning a prevailing party. ECF 92 at 6 (citing *HPS Mech., Inc. v. JMR Constr. Corp.*, No. 11-CV-02600-JCS, 2014 WL 6989112, at *4 (N.D. Cal. Dec. 9, 2014)). FNB nevertheless argues that declaring Sun West the prevailing party "would place form over substance" and "ignore the realities" of this litigation. *Id.* The Court is not persuaded by these conclusory arguments. Although, as FNB points out, Sun West's objective was undoubtedly to succeed on claims for both Loans, the fact that it did it not prevail on one loan does not mean Sun West cannot be the prevailing party—to conclude otherwise would be to hold that a party could never prevail if it did not achieve a uniform victory consistent with its objectives. That is not the law. *See, e.g.*, *Sentinel Offender Servs., LLC v. G4S Secure Sols. (USA) Inc.*, No. 8:14–cv–298–JLS, 2017 WL 3485768, at *7 (C.D. Cal. June 20, 2017). FNB does not identify any authority where a party who prevailed on both causes of action (albeit not

[2] FNB relies on statements Sun West made during mediation to argue that Sun West did not obtain its litigation objectives. ECF 92 at 10–12. Sun West then filed a response, arguing that FNB's reliance on these statements violates California's mediation privilege. ECF 95. The Court reaches its decision without reference to FNB's arguments concerning statements Sun West made during mediation.

on every fact within each) and recovered a substantial majority of claimed damages was not determined to be the "prevailing" party.

Accordingly, upon considering each party's litigation objectives and the outcome of the action as a whole, the Court finds that Sun West is the prevailing party in this action and is entitled to reasonable attorneys' fees under Paragraph 21 of the Settlement Agreement.

B. Reasonableness of Requested Attorneys' Fees

Having determined that Sun West is the prevailing party, the Court next determines whether Sun West's requested fees are reasonable. "In computing contractually-based attorney's fees under California law, courts follow the 'lodestar' approach." *Bennion & Deville Fine Homes, Inc. v. Windermere Real Est. Servs. Co.*, No. ED CV 15-01921-DFM, 2019 WL 13241681, at *3 (C.D. Cal. Jan. 15, 2019) (citing *PLCM Grp. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000)). "The lodestar is calculated by multiplying time reasonably spent by a reasonable hourly rate, which may then be adjusted based on consideration of factors specific to the case." *Id.*

Sun West seeks to recover fees for the following attorneys: Scott Gizer (Lead Trial Counsel, at $450–$535 per hour), Padideh Zargari (Trial Counsel, at $300–$505 per hour), Lisa Zepeda (Of Counsel, at $435 per hour), Stephen Ma (Partner, at $450–$460 per hour), Brett Moore (Trial Preparation Partner, at $400 per hour), Lauren Barland (Post-Trial Associate, at $395 per hour), and two paralegals each at a rate of $185 per hour. Sun West seeks a total of $704,448.50 in attorneys' fees.

1. Rates Charged

The determination of whether a billing rate is reasonable "should generally be guided by 'the rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.'" *Hiken v. Dep't of Def.*, 836 F.3d 1037, 1044 (9th Cir. 2016) (quoting *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210–11 (9th Cir. 1986)). A party seeking attorneys' fees must demonstrate "that the requested rates are in line with those prevailing in the community." *Id.* (quoting *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008)). In general, attorneys' affidavits "regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for [that] attorney, are satisfactory evidence of the prevailing market rate." *Id.* (quoting *United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990)). The court may also "rely[] on [its] own knowledge of customary rates and their experience concerning reasonable and proper fees." *Ingram v. Oroudjian*, 647 F. 3d 925, 928 (9th Cir. 2011).

FNB does not dispute that Sun West's attorneys' rates are generally reasonable. ECF 97 at 14. FNB argues, however, that the fees are improperly inflated due to a billing mistake. According to FNB, although Sun West claims that Mr. Gizer charged between $450 and $535 per hour on this matter, the invoices show that he charged $535 for *all* work performed, and FNB asks that the Court reduce Mr. Gizer's rate to $450 for all hours worked to reconcile the mistake. Sun West responds that $535 reflects Mr. Gizer's billing rate in 2024, the only year in which he billed time to this matter. Upon a review of the invoices submitted by Sun West, Mr. Gizer first entered billable time entries in February 2024, at which time his billable rate was $535 per hour. ECF 93-1 at 71. Thus, the Court agrees that the records do not reflect any "error" regarding Mr. Gizer's time or rates.

Based on the evidence presented, the Court's knowledge of the market rates for attorneys of similar skill and experience practicing commercial and business litigation in the Los Angeles and Orange County markets, and the fact that FNB does not dispute the reasonableness of Sun West's claimed rates, the Court concludes the rates charged were reasonable. *See, e.g.*, *Schonbrun v. SNAP, Inc.*, No. CV 21-7189 PSG, 2022 WL 2903127, at *4 (C.D. Cal. May 17, 2022) (holding an hourly fee of $695 for a partner with eighteen years of experience is reasonable in a case involving a breach of a written agreement); *Murtaugh v. Star Sci. Ltd.*, No. CV 15-0113-DOC, 2018 WL 6137138, at *4 (C.D. Cal. July 2, 2018) (holding an hourly rate of $495 is reasonable in a case involving a breach of a settlement agreement for an attorney specializing in complex commercial litigation with approximately twenty-six years of experience).

2. Hours Worked

FNB raises three arguments as to why Sun West's claimed hours are unreasonable: (1) the invoices reflect improper "block billing," (2) Mr. Ma billed time in quarter-hour increments, and (3) the hours logged by high-billing senior partners or counsel are excessive and duplicative. *See* ECF 97. "In challenging attorney fees as excessive because too many hours of work are claimed, it is the burden of the challenging party to point to the specific items challenged, with a sufficient argument and citations to the evidence." *Premier Medical Mgmt. Sys., Inc. v. Cal. Ins. Guar. Ass'n*, 163 Cal. App. 4th 550, 564 (2008).

First, FNB contends that the Court should reduce all block billed hours by at least 30% (or at least 216.7 hours). ECF 97 at 18. FNB argues that this billing format "makes it more difficult to determine how much time was spent on particular activities." *Id.* at 15 (citing *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007)). But "the billing specificity [FNB] requests is not necessary." *Universal Elecs., Inc. v. Universal Remote Control, Inc.*, 130 F. Supp. 3d 1331, 1340 (C.D. Cal. 2015). The examples that FNB identifies of block billed time entries are detailed

and sufficiently specific, not "generic billing descriptions . . . which courts have held may justify a reduction in fees." *Aragonez v. Huff*, No. EDCV 07-00992 RT, 2010 WL 11506877, at *9 (C.D. Cal. Sept. 28, 2010). Based on a review of Sun West's records, the Court is satisfied that Sun West "has endeavored to apportion and describe billed hours appropriately," and no reduction based on block billing is warranted. *Universal Elecs, Inc.*, 130 F. Supp. 3d at 1340.

Second, FNB argues that Sun West's hours must be reduced because one of its attorneys, Mr. Ma, improperly billed in quarter-hour increments. ECF 97 at 18–20. "Courts have recognized that billing 'by the quarter-hour, not by the tenth' is a 'deficient' practice 'because it does not reasonably reflect the number of hours actually worked.'" *Lopez v. San Francisco Unified Sch. Dist.*, 385 F. Supp. 2d 981, 993 (N.D. Cal. 2005) (citing *Zucker v. Occidental Petroleum Corp.*, 968 F. Supp. 1396, 1403 (C.D. Cal. 1997). "Because of this, courts have reduced the fee award by a percentage to account for the unearned increment based on quarter-hour billing." *Id.* This practice is not uniform, however, and courts have declined to reduce fee awards based on an attorney's practice of billing in one-quarter hour increments." *United States v. $60,201.00 U.S. Currency*, 291 F. Supp. 2d 1126, 1131 (C.D. Cal. 2003).

The Court exercises its discretion to reduce the hours Mr. Ma billed in quarter-hour increments by 5%. Though the Court cannot verify the time required to conduct the tasks reflected in Mr. Ma's billing entries, certain entries appear excessive based on an objective standard. For example, on February 28, 2022, Mr. Ma billed .25 hours for "emails . . . regarding Hastings Loan and Barner Loan Repurchase Demand." ECF 93-1 at 14. The Court finds this entry vague in that it could have involved a short reply that took two minutes to draft, or a more extensive email that took fifteen minutes to draft. At Mr. Ma's hourly rate of $450, two minutes spent on a matter would charge $45 if he billed by the tenth of an hour but $112.5 if he billed by the quarter hour. To account for this ambiguity and potential inflation, the Court finds it appropriate to reduce the entries Mr. Ma billed by the quarter hour by 5%. *See, e.g.*, *Zucker*, 968 F. Supp. at 1403 (reducing fee award by 5% to account for unearned legal fees accumulated through use of quarter-hour billing increments); *Sharp v. City of El Monte*, No. CV16-02097-WDK-KS, 2020 WL 6150918 (C.D. Cal. Aug. 12, 2020) (reducing fee award by 10% in part because practice of billing in quarter hour increments is "outside the standard billing practice in the community"); *Rubbermaid Com. Prods., LLC v. Tr. Com. Prods.*, No. 2:13-CV-02144-GMN, 2014 WL 4987878 (D. Nev. Aug. 22, 2014), *report and recommendation adopted*, 2014 WL 4987881 (D. Nev. Oct. 6, 2014) (reducing hours claim based on quarter hour increments); *see also Lingenfelter v. Astrue,* No. SA CV 03-00264-VBK, 2009 WL 2900286, at *3 (C.D. Cal. Sept. 3, 2009) ("[B]y logging hours in one-quarter hour increments . . . significant additional time is

claimed which is not typically expended").[3]

Third, FNB asks the Court to reduce Sun West's claimed hours to account "for hours that are excessive or duplicative." ECF 97 at 20. FNB argues that Sun West's fees are excessive because with one exception, each attorney is a "high billing partner[] or of counsel," and basic tasks should have been handled by a junior associate at a lower hourly rate. *Id.* at 20–21. FNB also takes issue with certain entries that it claims are duplicative or reflect hours spent by several attorneys on the same task. *Id.* at 21–22. Sun West responds that this Court may not impose its own judgments on how a case should be properly staffed, and that multiple attorneys billing for the same tasks is not inherently excessive or duplicative. ECF 12–13.

The Court is not persuaded that a reduction in hours is appropriate based on the positions or billing rates of the attorneys whose fees Sun West seeks to recover. Although FNB suggests that it was inappropriate for partners and attorneys with significant experience to perform "every task," ECF 97 at 20, they do not identify specific entries that they claim were not appropriately performed by the respective biller. *Contra Pederson v. Airport Terminal Servs.*, No. ED15CV02400VAPSPX, 2018 WL 11354549, at *13 (C.D. Cal. Aug. 3, 2018) (excluding from fee award entries that reflected "clerical tasks" that were not appropriate to bill at partner rates). Moreover, preparation for a bench trial in a case involving complex legal and factual questions is "the type [of work] one would expect to be performed by experienced partners." *City Nat'l Bank v. Charleston Assocs., LLC*, No. 211CV02023MMDPAL, 2017 WL 1158816, at *2 (D. Nev. Mar. 28, 2017).

Nor is the Court persuaded that Sun West's use of multiple attorneys on the same or similar tasks is inherently unreasonable. The Ninth Circuit has recognized that "the participation of more than one attorney does not necessarily constitute an unnecessary duplication of effort." *McGrath v. Cnty. of Nevada*, 67 F.3d 248, 255 (9th Cir. 1995). Among the examples highlighted by FNB, the Court is not persuaded that any reflect unreasonable duplication. For example, it is reasonable for two attorneys to participate in deposition preparation or to work on materials related to expert witnesses. ECF 97 at 22. FNB "do[es] not assert with any specificity and detail *why* these entries are unreasonably duplicative." *Williams v. Los Angeles Sheriff's Dep't*, No.

[3] To apply this reduction, the Court has totaled all of Mr. Ma's time entries ending in .25 or .75. By the Court's calculation, those entries equal 26.75 hours in 2023, at an hourly rate of $450, and 47 hours in 2023 and 2024 at an hourly rate of $460—*i.e.*, a total of $33,657.50 in fees associated with quarter-hour billing entries. Applying the 5% reduction to that amount yields a rounded-up reduction of $1,683, which the Court subtracts from Sun West's lodestar figure of $704,448.50.

2:17-CV-05640-AB-E, 2020 WL 8461695, at *5 (C.D. Cal. Dec. 16, 2020). The Court therefore declines to reduce Sun West's fees on the grounds that they are unreasonably excessive or duplicative.

3. Lodestar Adjustment

FNB argues that the Court must exercise its discretion to adjust the lodestar downward because Sun West achieved only partial success, and because Sun West requests a disproportionate amount in attorneys' fees in proportion to the sum it recovered in this litigation. ECF 23–24. Sun West responds that the lodestar figure is presumptively reasonable, that it did not lose on claims unrelated to those on which it succeeded, and that it achieved a level of success that made the hours expended reasonable. ECF 99 at 13–15.

Although the resulting lodestar figure is presumed to be a reasonable fee, the court "may nonetheless consider other factors in determining whether to adjust the fee award upward or downward," provided the court "explain[s] why the adjustment was appropriate." *Hiken*, 836 F.3d at 1044 (citations omitted).

The Supreme Court's decision in *Hensley v. Eckerhart*, 461 U.S. 424 (1983), is instructive. In *Hensley*, the Court opined that if a plaintiff obtains "excellent results," his attorney should recover fees for "all hours reasonably expended on the litigation," even if the plaintiff "failed to prevail on every contention raised in the lawsuit." *Id.* at 435. But where the plaintiff has achieved "only partial or limited success, the product of hours reasonably expended on the litigation as a whole times a reasonable hourly rate may be an excessive amount . . . even where the plaintiff's claims were interrelated, nonfrivolous, and raised in good faith." *Id.* at 436. The Court stated that "the most critical factor is the degree of success obtained." *Id.*

Building on *Hensley*, the Ninth Circuit has held that the reasonableness of a fee award is determined by answering two questions: "First, did the plaintiff fail to prevail on claims that were unrelated to the claims on which he succeeded? Second, did the plaintiff achieve a level of success that makes the hours reasonably expended a satisfactory basis for making a fee award?" *McCown v. City of Fontana*, 565 F.3d 1097, 1103 (9th Cir. 2009). According to *McCown*, "in a lawsuit where the plaintiff presents different claims for relief that 'involve a common core of facts' or are based on 'related legal theories,' the district court should not attempt to divide the request for attorney's fees on a claim-by-claim basis. Instead, the court must proceed to the second part of the analysis and focus on the significance of the overall relief obtained by the plaintiff in relation to the hours reasonably expended on the litigation." *Id.* (quoting *Hensley*, 461 U.S. at 435).

In light of these principles, the Court finds a reduction in attorneys' fees appropriate to reflect the degree of Sun West's success at trial. *See Ranger Pub. Co., Inc. v. United States*, 24 F.3d 248, 1994 WL 161670, at *3 (9th Cir. 1994) (remanding fee award for reduction to reflect extent of plaintiff's success, instructing district court to account for limited success "even if the claims are inseparable"). As noted above, although Sun West accomplished a significant portion of its litigation objectives, it did not succeed in recovering the entire relief it sought. While the Court recognizes that Sun West need not prevail on every claim to receive the full fee, the nature of the mixed results obtained here justifies a reduction to account for the extent of Sun West's success. *Greater Los Angeles Council on Deafness v. Cmty. Television of S. California*, 813 F.2d 217, 222 (9th Cir. 1987) ("As a matter of law, the award must be reduced to match the limited extent of plaintiffs' success.").

Because Sun West's claims as to the Barner Loan and Hastings Loan "involved a common core of facts based on related legal theories," rather than attempt to identify specific hours that should be eliminated, the Court determines that it is appropriate to "simply reduce the award to account for the limited success." *Cmty. Television*, 813 F.2d at 222; *G.B. v. Bellflower Unified Sch. Dist.*, No. 221CV02063CASSKX, 2021 WL 9721256, at *6 (C.D. Cal. Dec. 13, 2021) (finding "across-the-board percentage cut appropriate" where "the legal work performed for the three claims overlaps substantially"). In doing so, the Court recognizes that Sun West recovered approximately 75% of the amount of relief it initially sought. ECF 93 at 4 (explaining that the Court awarded $497,701.65 out of $677,545.34 sought). The Court also acknowledges that Sun West, where feasible, "removed any time where it can be determined from the description that the time billed was expended exclusively on the Barner Loan from its attorneys' fees calculation and is not claiming those fees." ECF 99 at 14. Yet, as Sun West recognizes, there are certain entries where "it would be impractical or impossible to divide Sun West's attorneys' time between the two subject loans"—meaning that the fees included in Sun Wests request necessarily include fees for time spent related to the Barner Loan. *Id.*; ECF 93-1 at 31 (time entry stating "revise complaint against FNB of Pennsylvania regarding Barner and Hastings loan").

In view of these circumstances, the Court finds it appropriate to apply a 20% reduction to the final lodestar calculation to account for the degree of Sun West's success. *See, e.g.*, *Bellflower*, 2021 WL 9721256, at *6 (applying 20% reduction to reflect plaintiff's success on one of three claims); *I.T. ex rel. Renee T. v. Dep't of Educ., Hawaii*, 18 F. Supp. 3d 1047, 1063 (D. Haw. 2014) *aff'd*, 700 F. App'x 596 (9th Cir. 2017) (concluding "that Plaintiff's fee award should be reduced by 20%" for degree of success); *Wildearth Guardians v. Steele*, No. CV 19-56-M-DWM, 2022 WL 17665569, at *5 (D. Mont. Dec. 14, 2022) (finding 20% global reduction warranted to reflect plaintiffs' "overall" success).

When accounting for the reductions described above, the Court calculates Sun West's attorneys' fees as follows:

Total Requested by Sun West According to Lodestar Method: $704,448.50

Amount Reduced for Quarter-Hour Billing: $1,683.00

Total Lodestar Remaining After Quarter-Billing Reduction: $702,765.50

Total After 20% Reduction Applied: **$562,212.40**

The Court therefore awards Sun West **$562,212.40** in attorneys' fees.

IV. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Sun West's request for attorneys' fees and awards Sun West **$562,212.40** in attorneys' fees. The Court further orders that as the prevailing party, Sun West is entitled to recover costs, and Sun West's Application to the Clerk to Tax Costs [94], along with FNB's objections to Sun West's Application [96], are referred to the Clerk for further consideration in accordance with L.R. 54-2.

IT IS SO ORDERED.

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