

1 Modern society seems increasingly to expose men to ... group
2 injuries for which individually they are in a poor position to seek
3 legal redress, either because they do not know enough or because
4 such redress is disproportionately expensive. If each is left to
5 assert his rights alone if and when he can, there will at best be a
6 random and fragmentary enforcement, if there is any at all. This
7 result is not only unfortunate in the particular case, but it will
8 operate seriously to impair the deterrent effect of the sanctions
9 which underlie much contemporary law.

7 *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 807; *see also Linder v.*
8 *Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434 (“Courts long have acknowledged the
9 importance of class actions as a means to prevent a failure of justice in our judicial
10 system.”).

11 In the case at hand, individual consumers who purchased the premium
12 subscriptions for Tinder could, or would, not have undertaken the years of
13 investigation and litigation necessary to prosecute individual claims against it. As
14 such, a class action was necessary to vindicate their rights. As the United States
15 Supreme Court explained in *Amchem Prods. Co. v. Windsor* (1997) 521 U.S. 591:

16 The policy at the very core of the class action mechanism is to
17 overcome the problem that small recoveries do not provide the
18 incentive for any individual to bring a solo action prosecuting his
19 or her rights. A class action solves this problem by aggregating
20 the relatively paltry potential recoveries into something worth
21 someone’s (usually an attorney’s) labor.

20 (*Id.* at 617.)

21 “Once a party has established that he is entitled to attorneys’ fees, ‘[i]t
22 remains for the [] court to determine what fee is ‘reasonable.’” *Hensley v.*
23 *Eckerhart*, 461 U.S. 424, 433 (1983). Increases or decreases are warranted in rare
24 or exceptional cases. *See Blum v. Stenson*, 465 U.S. 886, 898-901 (1984); *Harris*
25 *v. Marhoefer*, 24 F.3d 16 (9th Cir. 1994); *Clark v. City of Los Angeles*, 803 F.2d
26 987, 990-91 (9th Cir. 1986). It is undisputed that Hansen is to be paid reasonable
27

1 attorneys' fees and costs for this action because Tinder has also agreed to this as
2 part of the settlement and the Court Ordered Hansen to lodge the current Motion in
3 the Court's Order Granting Preliminary Approval. Moreover, Hansen's counsel is
4 entitled to reasonable attorneys' fees and costs pursuant to Civ. Code § 1694.4(c).

5 "In determining what constitutes a reasonable attorney fee when a contract
6 or statute provides for such an award, courts should consider the nature of the
7 litigation, its difficulty, the amount involved, and the skill required and success of
8 the attorney's efforts, his or her learning, age and experience in the particular type
9 of work demanded, the intricacies and importance of the litigation, the labor and
10 necessity for skilled legal training and ability in trying the cause, and the time
11 consumed. [citations omitted]." *Contractors Labor Pool, Inc. v. Westway*
12 *Contractors, Inc.*, 53 Cal.App.4th 152, 168 (1997); *Ballen v. City of Redmond*, 466
13 F.3d 736, 746 (9th Cir. 2006); and, *McGrath v. County of Nevada*, 67 F.3d 248, 252
14 (9th Cir. 1995).

15 The sole question raised by the current Motion is what amount is reasonable.

16 **A. FEES IN THE FULL LODESTAR AMOUNT SHOULD BE AWARDED.**

17 As discussed above, Hansen seek an award of attorneys' fees for Hansen's
18 counsel based upon the lodestar formula as opposed to a percentage of the common.
19 This approach ensures the amount the class receives is not diluted by Hansen's
20 attorneys' fees and costs sought herein.

21 **1. Hansen's attorneys are to be awarded fees pursuant to the lodestar**
22 **formula.**

23 The U.S. Supreme Court has explained the calculation for an award of
24 attorney's fees:

1 The most useful starting point for determining the amount of a
2 reasonable fee is the number of hours reasonably expended on
3 the litigation multiplied by a reasonable hourly rate. The
4 calculation provides an objective basis on which to make an
5 initial estimate of the value of a lawyer's services.

6 *Hensley v. Eckerhart*, 461 U.S. 424, 433; 103 S. Ct. 1933, 1339; 76 L. Ed. 2d. 40
7 (1983); *See also Thorpe v. Collection Information Bureau, Inc.*, 963 F.Supp. 1172,
8 1174 (S.D. Fla. 1996).

9 Although this decision, and many others cited hereinafter, arise in the context
10 of the Civil Rights Attorneys Fees Award Act, 42 U.S.C. § 1988, its criteria is
11 equally applicable here. "The standards set forth in this opinion are generally
12 applicable in all cases in which Congress has authorized an award of fees to a
13 prevailing party." *Id.* 103 S. Ct. at 1939, n.7. "We have stated in the past that the
14 fee-shifting statutes' similar language is 'a strong indication that they are to be
15 interpreted alike.'" *Independent Federation of Flight Attendants v. Zipes*, 491 U.S.
16 754; 109 S. Ct. 2732, 2735 n.2; 105 L. Ed. 2d. 639 (1989) (quoting *Northcross v.*
17 *Memphis Bd. of Education*, 412 U.S. 427, 428; 93 S. Ct. 2201, 2202 37 L. Ed. 2d.
18 48 (1973)). The multiplication of the reasonable number of hours expended and the
19 reasonable hourly rate is referred to as the "lodestar." *Friend v. Klodzieczak*, 72 F.3d
20 1368, 1389 (9th Cir. 1995).

21 "Testimony of an attorney as to the number of hours worked on a particular
22 case is sufficient evidence to support an award of attorney fees, even in the absence
23 of detailed time records. *Glendora Community Redevelopment Agency v. Demeter*,
24 (1984) 155 Cal.App.3d 465, 470-471, 478 [202 Cal.Rptr. 389]; *Margolin v.*
25 *Regional Planning Com.*, (1982) 134 Cal.App.3d 999, 1006 [185 Cal.Rptr. 145]."
26 *Martino v. Denevi*, 182 Cal.App.3d 553, 559 (1986). To date, Hansen's counsel
27 has expended 146.6 hours. That number consists of the total hours spent by all
28 attorneys while excluding hours spent by staff. A full breakdown of those hours is

as follows, and a detailed Time Sheet is attached as Exhibit A to the Declaration of Matthew M. Loker.

PERSON:	RATE:	HOURS:	TOTAL:
ABBAS KAZEROUNIAN	\$500.00	24.2	\$12,100.00
JOSHUA B. SWIGART	\$500.00	5.4	\$2,700.00
MATTHEW M. LOKER	\$425.00	116.8	\$49,640.00
TOTAL:		146.6	\$64,440.00

Here, the total amount of time expended by Hansen’s counsel is reasonable for this type of litigation. Hansen also anticipates that Hansen’s hours will increase during the notice period since Hansen will be required to answer questions from putative class members. In addition, Hansen will also need to incur hours in order to complete Hansen’s Final Approval Motion. This additional work makes Hansen’s reduced demand all the more reasonable.

2. Hansen’s hourly rates are reasonable.

Class Counsel are entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*Serrano IV*, 32 Cal. 3d at 640 n.31; *San Bernardino Valley Audubon Soc’y, Inc. v. County of San Bernardino*, (1984) 155 Cal. App. 3d 738, 755.) “The reasonable hourly rate is that prevailing in the community for similar work.” (*PCLM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095; *see also Syers Props. III, Inc. v. Rankin* (2014) 226 Cal. App. 4th 691, 702.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases such as this one. (*San Bernardino Valley Audubon Soc’y v. Cty. Of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.)

Here, all of Hansen’s attorneys assigned to this matter have considerable experience litigating a variety of consumer rights issues. Based upon this

1 experience, Kazerounian; Swigart; and, Loker have each been awarded more than
2 the hourly rates sought herein.¹ Within San Luis Obispo County, Kazerounian and
3 Swigart seek \$500 per hour; and, Loker seeks \$425 per hour. These hourly rates
4 were previously supported by local attorneys Bradley Liggett, Esq.; Christopher C.
5 Lewi, Esq.; and, Shawn N. Guy, Esq. and were approved by the Honorable Charles
6 S. Crandall in *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 555
7 (San Luis Obispo Superior Court Nov. 1, 2017). Thus, Hansen’s counsel contends
8 that these hourly rates are reasonable and should be approved herein as well.

9 **B. HANSEN’S ATTORNEYS ARE ENTITLED TO AN AWARD OF COSTS AND**
10 **LITIGATION EXPENSES.**

11 As detailed in Hansen’s Memorandum of Costs, Hansen request an award of
12 costs and litigation expenses in addition to an award of attorneys’ fees, pursuant to
13 California Civil Code § 1694.4. Hansen seek reimbursement of costs totaling
14 \$4,509.08 [*See* Hansen’s Memorandum of Costs filed concurrently herewith]. As
15 detailed in Exhibit B attached to the Declaration of Matthew M. Loker, said
16 litigation costs were incurred for filing fees; depositions; CourtCall appearances;
17 and, Mediation. Until resolution, this matter was tenaciously defended by
18 Defendant with no guarantee that Hansen would recover any attorneys’ fees or
19

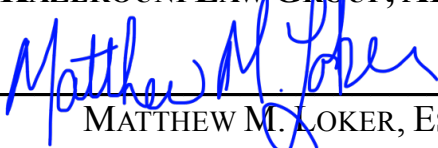
20 ¹ *See Medeiros v. HSBC Card Servs.*, 2017 U.S. Dist. LEXIS 178484, at *38 (C.D.
21 Cal. Oct. 23, 2017); *Oxina v. Lands’ End, Inc.*, No. 14-cv-2577 MMA (NLS) (S.D.
22 Cal. Dec. 2, 2016); and, *Abdeljalil v. GE Capital Retail Bank*, 12-cv-2078 JAH
23 (MDD) (S.D. Cal. Dec. 22, 2016) (awarding Kazerounian and Swigart \$605 per
24 hour). *See also Hooker v. Sirius XM Radio Inc.*, No. 13-cv-3 AWA (LRL)
25 (awarding Kazeorounian and Swigart \$625 per hour); *Maxin v. RHG & Co.*, 2018
26 U.S. Dist. LEXIS 26795 (S.D. Cal. Feb. 16, 2018) (awarding Kazerounian and
27 Swigart \$625 per hour; and, Loker \$495); and, *Giffin v. Universal Protein*
Supplements Corp., 2018 Cal. Super. LEXIS 3 (Los Angeles Superior Court
February 7, 2018) (awarding Kazerounian and Swigart \$625 per hour and Loker
\$505 per hour).

1 costs. As a result, each expenditure was carefully considered and deemed wholly
2 necessary to achieve success on the merits. Thus, Counsel's costs should be
3 recovered as requested.

4 **IV. CONCLUSION**

5 Class counsel undertook the representation of Hansen at Class Counsel's own
6 expense and risk with no assurances that Class Counsel would receive any
7 compensation. *Burkhammer, supra*, 2017 Cal. LEXIS 555, *2 citing to *Graham v.*
8 *DaimlerChrysler Corp.*, (2004) 34 Cal. 4th 553, 579-580. The time billed
9 accurately reflects the time required to successfully prosecute this action, whether
10 on an individual or class basis. In addition, the hourly rates of \$500 for Kazerounian
11 and Swigart; and, \$425 for Loker sought by Hansen's attorneys are reasonable
12 market rates for San Luis Obispo County and have been previously approved by
13 this Court. While Hansen's current attorneys' fees and costs of \$68,949.08 are
14 expected to rise in order to finalize the current class settlement, Hansen merely
15 requests attorneys' fees and costs in the reduced amount of \$65,000.00 pursuant to
16 the Parties' Settlement Agreement.

17 Date: May 10, 2018

18 **KAZEROUNI LAW GROUP, APC**
19 By: 
20 MATTHEW M. LOKER, ESQ.
21 ATTORNEY FOR PLAINTIFF
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26
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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Kazerouni Law Group, APC, 1303 East Grand Avenue, Suite 101, Arroyo Grande, CA 93420. On May 10, 2018, I served the within document(s):

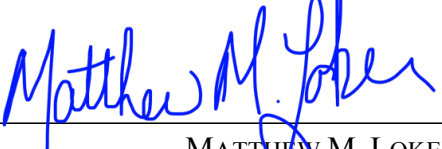
PLAINTIFF’S MOTION FOR ATTORNEYS’ FEES; AND, COSTS

- E-MAIL - by transmitting via e-mail the document(s) listed above to the e-mail address(es) set forth below on this date before 11:59 p.m.
- MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Costa Mesa, California addressed as set forth below.
- PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via.
- ONE LEGAL - by transmitting electronically the document(s) listed above to the electronic case filing system on this date before 5:00 p.m.

**Christopher A. Rheinheimer, Esq.
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 10, 2018, at Arroyo Grande, California.


MATTHEW M. LOKER