UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 06-6437 ABC (FMOx)	Date	December 10, 2007
Title	Debora Barrientos, et al. v. 1801-1825 Morton, LLC		

Present: The Honorable	Audrey B. Collins	
Daphne Alex	Not Present	N/A
Deputy Clerk	Court Reporter / Recorder	Tape No.

Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
None	None

Proceedings: ORDER RE: PLAINTIFFS' MOTION FOR ATTORNEY'S FEES (In Chambers)

Pending before the Court is Plaintiffs' Debora Barrientos, et al.'s ("Plaintiffs'") Motion for Attorney's Fees, filed on November 7, 2007. Defendant 1801-1825 Morton, LLC ("Defendant") opposed on November 26, 2007 and Plaintiffs replied on December 3, 2007. The Court previously vacated the December 10, 2007 hearing on this matter, finding the issues appropriate for resolution without oral argument. See Fed. R. Civ. P. 78; Local Rule 7-15. Having considered the briefing from the parties and the case file in this matter, the Court GRANTS Plaintiffs' motion as discussed herein.

I. FACTUAL AND PROCEDURAL BACKGROUND

The facts of this case, as stipulated by the parties, are set out in detail in the Court's September 11, 2007 and October 24, 2007 Orders and need not be recited here. In brief, this case arose from Plaintiffs' complaint for a declaratory judgment that eviction notices sent to them demanding that they vacate their Los Angeles rent-controlled apartments violated federal law and the Los Angeles Rent Stabilization Ordinance (the "LARSO"), section 151.09A. Plaintiffs moved for summary judgment, primarily anticipating and refuting Defendant's position that the LARSO eviction provisions were pre-empted by Section 8 of the federal Housing Act, 42 U.S.C. section 1437f, and regulations promulgated thereunder, 24 C.F.R. section 982.310. Defendant opposed and both sides obtained amicus curie briefs to support their arguments. The parties stipulated to the facts relevant to the issues then before the Court.

The Court ruled that the federal statute did not pre-empt the LARSO, but that the federal regulations did, although the Court ruled that those regulations were invalid as beyond the scope of the Department of Housing and Urban Development's authority. The Court concluded that Defendant's eviction notices, which failed to comply with the LARSO, were invalid and Plaintiffs could not be evicted for the reasons proffered by Defendant. Defendant sought reconsideration of this ruling, and the

Court declined to reverse it, but it did grant summary judgment to Plaintiffs on issues left unresolved by the previous Order on summary judgment. The Court awarded Plaintiffs attorney's fees and costs in the judgment issued on September 10, 2007.

Plaintiffs now move for $180,029.50 in attorney's fees incurred as a result of this litigation. They claim entitlement to fees based upon the leases between Plaintiffs and Defendant, or, alternatively, based upon section 151.10A of the LARSO. They also submit evidence of the reasonableness of both the hourly rates charged and the number of hours billed that comprise this number. Defendant opposed Plaintiffs' motion, arguing that Plaintiffs are not entitled to any attorney's fees, and, even if they are, an evidentiary hearing should be held on the issue of reasonableness. Although the Court has trouble understanding why, Defendant declined to offer opposing evidence or argument in its opposition that the fees sought are unreasonable, instead asking for an evidentiary hearing or supplemental briefing on this issue.

As discussed below, the Court holds that the leases at issue here provide Plaintiffs' entitlement for attorney's fees and finds it unnecessary to address the parties' arguments over the applicability of section 151.10A of the LARSO. Moreover, the Court declines to conduct an evidentiary hearing or allow Defendant to further brief the reasonableness of the fees sought by Plaintiffs. The evidence offered by Plaintiffs provides enough support for the fees sought, and Defendant should have taken the opportunity to oppose that evidence in its opposition, which it apparently chose not to do.

II. LEGAL STANDARD

This case arose under the Court's federal question jurisdiction, so the Court must apply federal law to the question of attorney's fees. See United States ex rel. Reed v. Callahan, 884 F.2d 1180, 1185 (9th Cir. 1989). Under federal law, the "American Rule" applies and permits fees "only when authorized by statute or an enforceable contract[.]" Id. Here, Plaintiffs seek fees based upon their leases, and the Court must look to California law in interpreting those contracts. See Resolution Trust Corp. v. Midwest Fed. Sav. Bank of Minot, 36 F.3d 785, 800 (9th Cir. 1993). California Civil Code section 1717(a) authorizes reasonable attorney's fees "[i]n any action on a contract, where the contract specifically provides that attorney's fees, which are incurred to enforce the contract, shall be awarded either to one of the parties or to the prevailing party[.]" California Code of Civil Procedure section 1033.5(a)(10) also allows attorney's fees as costs when provided for in a contract.

Once a party is identified as prevailing, the district court determines a "lodestar" figure representing reasonable fees. See Hensley v. Eckerhart, 461 U.S. 424 (1983). The lodestar is the attorney fee calculated by multiplying the number of hours reasonably spent on the litigation by a reasonable hourly rate. Id. at 433; see also Caudle v. Bristow Optical Co., 224 F.3d 1014, 1028 (9th Cir. 2000). "[A] district court should exclude from the lodestar amount hours that are not reasonably expended because they are 'excessive, redundant, or otherwise unnecessary.'" Van Gerwen v. Guarantee Mut. Life Co., 214 F.3d 1041, 1045 (9th Cir. 2000) (quoting Hensley, 461 U.S. at 434). Additionally, the lodestar amount may be subject to reduction where the prevailing party succeeds on

only some of its claims for relief. In this situation, the court must address whether the failed claims were related to the successful claims, and, if not, award no fees for the hours spent on unrelated claims. Hensley, 461 U.S. at 435.

After computing the lodestar, the district court is to assess whether additional considerations enumerated in Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th Cir. 1975), cert. denied, 425 U.S. 951 (1976), require the court to adjust the figure. Caudle, 224 F.3d at 1028. The Kerr factors are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. Kerr, 526 F.2d at 70.

III. DISCUSSION

A. Plaintiff's Entitlement to Attorney's Fees Under Their Lease Agreements

Plaintiffs seek attorney's fees based upon a provision in their lease agreements providing for attorney's fees to the "prevailing party."[1] Defendant does not dispute the interpretation of these clauses

[1]At least 15 Plaintiffs signed leases with the following clause: "If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs, whether or not such action proceeds to judgment. As used herein, 'the prevailing party' means the party in whose favor final judgment is rendered." (See, e.g., Declarations of Debora Barrientos ¶ 2, Ex. A ¶ 20; Armando Briseno ¶ 2, Ex. A ¶ 20; Miguel Gonzales ¶ 2, Ex. A ¶ 20; Jeon Soon Hwang ¶ 2, Ex. A ¶ 20; Jae Ok Kim, Ex. A ¶ 20; Leanna Kim ¶ 2, Ex. A ¶ 20; Maria Landaverde ¶ 2, Ex. A ¶ 20; Jane Y. Lee ¶ 2, Ex. A ¶ 20; Helen Yu ¶ 2, Ex. A ¶ 20.) Two Plaintiffs signed leases with this clause: "If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs, including attorney's fees." (Declaration of A. Christian Abasto ("Abasto Decl.") ¶ 3, Ex. C ¶ 26.) Five of the Plaintiffs no longer have copies of their leases. (Id. ¶ 3.) The 17 leases offered into evidence by Plaintiffs are sufficient to establish entitlement to fees for all Plaintiffs and the fees need not be separated and reduced for Plaintiffs for whom leases were not provided to the Court. See Cruz v. Ayromloo, 155 Cal. App. 4th 1270, 1277 (2007) (allowing recovery of fees expended for all tenant-plaintiffs because the issues were "so factually interrelated that it would have been impossible to separate the activities . . . into compensable and noncompensable time units." (ellipsis in original and citation and quotation omitted)). The issues here were identical for each Plaintiff and Defendant has offered no principled way to segregate them for the five Plaintiffs who do not have copies of their leases.

or that Plaintiffs are the prevailing parties for the purposes of assessing fees.[2] Rather, Defendant argues that Plaintiffs were required to plead and prove entitlement to contractual attorney's fees as damages at summary judgment. Because Plaintiffs did not submit the leases into evidence at the summary judgment stage, Defendant reasons, their claims to fees under the leases must fail. The Court rejects this contention and finds that the fees provisions in Plaintiffs' leases allow Plaintiffs to recover fees here.

Federal Rule of Civil Procedure 54(d)(2)(A) states: "A claim for attorney's fees and related nontaxable expenses must be made by motion unless the substantive law requires those fees to be proved at trial as an element of damages." The Advisory Committee Notes to the 1993 amendments to this rule note that the rule "does not . . . apply to fees recoverable as an element of damages, as when sought under the terms of a contract; such damages typically are to be claimed in a pleading and may involve issues to be resolved by a jury." Defendant interprets this note to require Plaintiffs to prove attorney's fees arising from a contract as damages during the course of summary judgment, and cannot later bring the issue out on a motion. Plaintiffs argue that this comment was intended as an example only and does not mean that all fees arising from a contract must be considered "damages" that must be pled and proved at trial. Resolution of this question compels the Court to look to the "substantive law" to determine whether contractual fees here must be considered "damages" that Plaintiffs must establish at summary judgment.

Both California Civil Code section 1717 and California Code of Civil Procedure section 1033.5(a)(10) allow contractual attorney's fees as part of the costs of suit, suggesting that the substantive law in California does not treat contractual attorney's fees as contractual "damages." Although Defendant relies on Genis v. Krasne, 47 Cal. 2d 241 (1956) to suggest that contractual attorney's fees are always considered damages that must be pled and proved at trial, later cases have recognized that section 1717 and section 1033.5(a)(10) have abrogated that rule and treat contractual

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[2]Defendant objects on various evidentiary grounds to the declarations of Jin M. Park and Norma Brisco, offered by Plaintiffs in support of their motion. The Court OVERRULES these objections because Plaintiffs remedied any defects with a Notice of Errata and the declarations submitted with Plaintiffs' reply brief. Defendant further objects to the actual leases, suggesting that it did not sign the leases and they do not apply. The Court finds this contention at best disingenuous, if not outright sanctionable. "Morton Garden Apartments By: Agent" appears on each lease's signature page as "LESSOR," and some leases include the signature of Mirna Jiminez as the "Morton Garden Apartments" agent. (See, e.g., Abasto Decl. ¶ 3, Ex. B; Declaration of Jeon Su Hwang ¶ 2, Ex. A.) Moreover, as Plaintiffs point out, Defendant does not dispute that Topa Management Company ("Topa") is its valid agent. Topa issued every one of the eviction notices at issue at summary judgment, and it issued all but one of the leases offered by Plaintiffs in support of this fees motion. Defendant litigated this case from start to finish under the assumption that it controlled Plaintiffs' tenancies, and, certainly, a sophisticated landlord like Defendant would have had Plaintiffs sign leases containing the terms and conditions of the tenancy. Yet, Defendant has offered no documents representing allegedly "valid" leases. Not surprisingly, Plaintiffs suggest that they do not have any signed copies because Defendant has retained the originals of the leases. Defendants' objections to these documents are OVERRULED.

attorney's fees as recoverable costs of suit, not damages. See e.g., Ripley v. Pappadopoulos, 23 Cal. App. 4th 1616, 1627 (1994) (citing Genis and stating, "[s]pecial contract damages are subject to pleading and proof in the main action and cannot be recovered by mere inclusion in a memorandum of costs. . . . As an exception to this rule, the Legislature has chosen to provide for the recovery of contractual attorney fees in a cost award." (citing Cal. Civ. Code § 1717; Cal. Code Civ. Proc. § 1033.5(a)(10)(A)).[3]

Defendant further suggests that at least the contract provision entitling Plaintiffs to fees must be admitted into evidence during trial in order to prove entitlement to contractual attorney's fees. See, e.g., Genis, 47 Cal. 2d at 246; Citizens Suburban Co. v. Rosemont Dev. Co., 244 Cal. App. 2d 666, 684 (1966). California law, however, has retreated from the reasoning in these cases that a contract must be admitted at trial for the attorney's fees clause to apply. For example, in Genis, the court rested its analysis on the assumption that contractual attorney's fees are always considered damages to be pled and proved at trial. Genis, 47 Cal. 2d at 246 ("The texts accept the view of those cases which characterize attorneys' fees recoverable only by virtue of contract (and not as costs either by statute or by case law) as 'damages.'"). The court then concluded that the contractual provision must be in evidence, otherwise these "damages" were not proved. Id. ("Such fees cannot be allowed a successful litigant without pleading and proof (or admission) that there is a contract provision for them.").

As discussed above, the rule that contractual attorney's fees are considered damages has been abrogated twice by the California legislature. See Cal. Civ. Code § 1717; Cal. Code Civ. Proc. § 1033.5(a)(10)(A). By removing the Genis court's assumption that contractual fees are damages, the Legislature has implicitly undermined the requirement that the contract provision be admitted into evidence at trial to establish proof that the provision exists. Costs of suit generally are considered corollary and can be sought after judgment is entered. See Cooter & Gell v. Hartmax Corp., 496 U.S. 384, 395-96 (1990) ("This Court has indicated that motions for costs or attorney's fees are independent proceedings supplemental to the original proceeding and not a request for a modification of the original decree." (quotation marks and citations omitted)); Moore v. Permanente Med. Grp., Inc., 981 F.2d 443, 445 (9th Cir. 1992) ("[I]t is clear that an award of attorney's fees is a collateral matter over which a

[3]Some cases suggest that the contract itself may provide the "substantive law" under Rule 54(d)(2)(A). See Capital Assets Corp. v. Finnegan, 216 F.3d 1268, 1270 n.4 (11th Cir. 2000). However, when the contract provides the substantive law, the contractual provision for fees must somehow designate fees as damages, which is not the case with a standard "prevailing party" clause. See, e.g., Kraft Foods N. Am., Inc. v. Banner Eng'g Sales, Inc., 446 F. Supp. 2d 551, 578 (E.D. Va. 2006) ("While attorney's fees will not always be an element of damages where a contract provides for such recovery, the primary exception to the general rule that such fees must be proved at trial is where the contract provides for recovery of attorney's fees by the prevailing party."). Cf. Pride Hyundai, Inc. v. Chrysler Fin. Co., 355 F. Supp. 2d 600, 605-06 (D.R.I. 2005) ("[T]his is not a typical 'prevailing party' case, where the only issue to be resolved as to entitlement to attorney's fees is who prevails at trial."). Under a "prevailing party" clause, "the only issue as to entitlement was which party prevailed." Pride Hyundai, 355 F. Supp. 2d at 606.

court normally retains jurisdiction even after being divested of jurisdiction on the merits."). Because California courts treat contractual fees as costs and a federal court may address costs following judgment, it only follows that a contractual fee provision may be offered into evidence for the first time on a motion for attorney's fees and costs.

This conclusion is consistent with cases allowing contractual fee awards even when the plaintiff's cause of action is not for breach of contract and does not implicate Civil Code section 1717. See Cruz, 155 Cal. App. 4th at 1276-77 ("The attorney's fees clause in a contract may be broad enough to cover tort as well as contract cases of action."); Wakefield v. Bohlin, 145 Cal. App. 4th 963 (2006) (allowing contractual attorney's fees on non-contract claims, even though Civil Code section 1717 may have barred recovery of fees on non-contract claims). Moreover, none of the authorities cited by Defendant require admission of the contract pursuant to which attorney's fees are sought, which makes logical sense when a plaintiff's complaint may implicate a contract, but does not include a breach of contract claim. See, e.g., Engel v. Teleprompter Corp., 732 F.2d 1238 (5th Cir. 1984) (noting that, because the contract was introduced into evidence, the only open question was which party was the "prevailing party," and not deciding whether introduction of the contract was necessary); Capital Asset Research Corp. v. Finnegan, 216 F.3d 1268 (11th Cir. 2000) (same).[4] Because California law treats contractual attorney's fees as costs, Plaintiffs need not have pled and proved either the leases containing the provision or the entitlement to fees under those provisions during summary judgment.

Plaintiffs need only establish that their lawsuit properly implicates the contractual fees provision, which it does. The fees provision is limited to actions to "enforce" the rights under the lease. Here, even though Plaintiffs did not sue on the leases, their complaint was one to enforce their rights as tenants under the lease. Defendant sought to terminate Plaintiffs' tenancies, thereby extinguishing Plaintiffs' rights under the leases. Plaintiffs were forced to then initiate this litigation to protect the existence of their tenancies and, a fortiori, their leases. That Plaintiffs sought a declaratory judgment does not change this analysis. Had this litigation proceeded in the normal course, Defendants would have pursued Plaintiffs' evictions to an unlawful detainer proceeding and Plaintiffs would have defended the action based upon the LARSO, their leases, and the federal Section 8 program. Defendant would have claimed, as it did here, that the LARSO was preempted and that it could validly terminate Plaintiffs' leases and tenancies. That proceeding would have undoubtedly constituted an action to "enforce" Plaintiffs' rights under the leases, permitting Plaintiffs to recover attorney's fees. The Court will not penalize Plaintiffs for seeking (and obtaining) a declaration of their rights in federal court, obviating the need to specifically enforce their rights under the leases, by denying them fees they could have obtained had they waited until Defendant attacked their rights in an unlawful detainer proceeding.

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[4]Other cases on which Defendant relies dealt with contractual indemnity provisions, which could arguably be considered damages, rather than costs. See, e.g., McGuire v. Russell Miller, Inc., 1 F.3d 1306 (2d Cir. 1993); Citizens Suburban, 244 Cal. App. 2d at 684 (prior to enactment of both Civil Code section 1717 and Civil Procedure Code section 1033.5(a)(10)(A), treating contractual indemnity clause for attorney's fees as damages under Genis).

Therefore, Plaintiffs may rely on the attorney's fees provisions in their leases to seek fees at this stage.[5]

As noted above, because the Court finds that attorney's fees are available under Plaintiffs' leases, it need not determine whether they are also available under Los Angeles Municipal Code section 151.10A.

B. Reasonableness of Fees Claimed by Plaintiffs

Plaintiffs have provided detailed evidence that their attorneys spent 488.77 hours for a total cost of $180,029.50. Defendant has provided no opposing evidence or argument as to the reasonableness of these fees, instead requesting either an evidentiary hearing on this issue or supplemental briefing. Rule 54(d)(2)(C) states, "the court must, on a party's request, give an opportunity for adversary submissions on the motion [for fees] in accordance with Rule 43(c) or 78. The court may decide issues of liability for fees before receiving submissions on the value of services." An evidentiary hearing is not required if the record and supporting affidavits are sufficiently detailed to provide the Court an adequate basis to calculate an award and the material facts necessary to calculate the award are not genuinely in dispute. See Sablan v. Department of Fin., 856 F.2d 1317, 1322 (9th Cir. 1988); Shakey's Inc. v. Covalt, 704 F.2d 426, 435 (9th Cir. 1983). Facts cannot be considered disputed if the opposing party does not attach evidence or offer a counter-statement of facts; conclusory legal allegations are insufficient. Sablan, 856 F.2d at 1322-23.

For reasons unclear to the Court, Defendant has failed to offer opposing evidence on the reasonableness of Plaintiffs' fee amount. Apparently, Defendant believed that the Court must afford it an opportunity to oppose Plaintiffs' calculations under Rule 54(d)(2)(C). While this may be true generally, Plaintiffs have not chosen to bifurcate the issues of entitlement and reasonableness, opting instead to present both issues in their motion. Plaintiffs submitted admissible evidence in the form of affidavits establishing the reasonableness of their fee calculations. Defendant had the opportunity in its opposing briefing to refute the reasonableness of Plaintiffs' fees and offer evidence to at least contradict Plaintiffs' evidence. Defendant, however, acted at its own peril in strategically choosing to oppose entitlement and alternatively asking for further briefing on reasonableness, rather than also offering evidence in opposition to the reasonableness of the fees sought. Plaintiffs' motion gave Defendant the "opportunity" contemplated by Rule 54(d)(2)(C), and Defendant has cited no case to suggest that any further opportunity or evidentiary hearing is now required. The Court need not – and will not – allow Defendant to submit evidence and argument it already had the opportunity to present and, for strategic reasons, chose not to. Because Defendant has not submitted evidence contradicting the evidence presented by Plaintiffs, the Court may dispense with an evidentiary hearing and decide the reasonableness of fees based upon affidavits submitted by Plaintiffs. Sablan, 856 F.2d at 1322-23.

[5]Defendant independently suggests that Plaintiffs should be held to the stipulated facts on summary judgment and should be precluded from introducing the leases as additional evidence at this stage. In light of the Court's holding that the leases did not need to be admitted into evidence, the Court rejects this contention.

Even in the absence of opposing evidence, the Court will independently assess the appropriate fees using the lodestar method and pursuant to the Kerr factors. First, the hourly rates for the four attorneys representing Plaintiffs from both Legal Aid Foundation of Los Angeles and the National Housing Law Project are reasonable. Generally, a reasonable hourly rate is one "in line with those prevailing in the community for similar services by lawyer of reasonably comparable skill, experience, and reputation." Sorenson v. Mink, 239 F.3d 1140, 1145 (9th Cir. 2001).[6] Based upon the years of experience for each attorney, Plaintiffs' counsel claim hourly rates of $250 (one year), $300 (seven years), $350 (ten years), and $500 (29 years). These rates are reasonable within the Los Angeles community. See Love v. Mail on Sunday, Case No. CV 05-7798 ABC, 2007 WL 2709975, at *8 (C.D. Cal. Sept. 7, 2007) (allowing rates between $305 to $690 per hour in Los Angeles based upon years of experience); Comite de Jornaleros de Redondo Beach v. City of Redondo Beach, Case No. CV 04-9396 CBM, 2006 WL 4081215, at *2 (C.D. Cal. 2006) (allowing rates between $300 and $495 for attorneys from the Mexican-American Legal Defense and Education Fund and between $295 to $625 for attorneys from the Lawyers' Committee for Civil Rights, all based upon years of experience).

Mr. Abasto and Mr. Grow spent the bulk of time on this matter. Mr. Abasto has ten years of experience in litigating housing issues and representing low-income tenants. (Abasto Decl. ¶¶ 4-7.) Certainly, $350 per hour is a reasonable rate for the time he spent in this case. See Redondo Beach, 2006 WL 4081215, at *2 (approving $400 per hour for a Lawyers' Committee for Civil Rights attorney with ten years' experience). Mr. Grow has 29 years of experience, concentrated on litigation and policy advocacy related to affordable housing. (Grow Decl. ¶¶ 4, 14.) His rate of $500 per hour, given his extensive experience, is reasonable. See Redondo Beach, 2006 WL 4081215, at *2 (approving $625 per hour for Lawyers' Committee for Civil Rights attorney with 27 years' experience). Similarly, Ms. Thomas and Mr. Espinosa's rates of $250 and $300, respectively, are reasonable. Id. (approving $225 per hour for first-year litigator and $400 per hour for attorney with ten years' experience). Therefore, the Court adopts these rates as reasonable to calculate the lodestar amount.

Plaintiffs' counsel claim a total of 488.77 hours expended in this matter, divided into each task performed by each attorney. (Abasto Decl. ¶ 8; Grow Decl. ¶¶10-12.) These tasks included:

- Conducting extensive meetings with 22 Plaintiffs to give them counsel and advice regarding their housing and this litigation, all of which had to be translated into two different languages (Spanish and Korean);
- Drafting the Complaint;
- Drafting the stipulation of facts;
- Drafting the extensive and complicated motion for summary judgment, on which Plaintiffs prevailed;
- Responding to the amicus brief from the California Apartment Association;
- Responding to the Court's request for supplemental briefing;

[6]The non-profit status of Plaintiffs' counsel does not change this analysis. See Missouri v. Jenkins, 491 U.S. 274, 286 (1989) (stating that non-profit fees should be "comparable to what is traditional with attorneys compensated by a fee-paying client.").

- Responding to Defendant's motion for reconsideration, on which Plaintiffs prevailed; and
- Drafting the instant motion.

This case involved novel and complex issues of federal, state, and local housing law, and their interplay. These issues evoked a total of nine briefs and prompted Orders from this Court totaling more than 60 pages (not including the instant Order). Plaintiffs' counsel state that they carefully tracked their time and avoided duplicative work. Assuming a 40-hour work week, the 488.77 hours claimed by Plaintiffs' counsel represent only 12 weeks of full-time work for one attorney. It is certainly reasonable that four attorneys could have expended these hours over the several months the summary judgment motion was pending with the Court. The Court finds that 488.77 hours is a reasonable number expended in this case of first impression.[7] Therefore, because the hourly rates and the number of hours expended are reasonable, Plaintiffs are entitled to attorney's fees in the amount of $180,029.50.

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[7]Many of the Kerr factors are subsumed in the Court's analysis here, including: the time and labor required; the novelty and difficulty of the questions involved; the skill required to perform the legal service properly; the customary fee; the experience, reputation, and ability of the attorneys; and awards in similar cases. See Kerr, 526 F.2d at 70. The other Kerr factors also support Plaintiffs' calculations. This case was complex, requiring at least the number of hours expended by Plaintiffs' counsel (if not more). The skills demonstrated by Plaintiffs' counsel in obtaining a favorable judgment were no less than top-notch, and were demonstrated throughout Plaintiffs' submissions to the Court. Plaintiffs' counsel's work on this case was particularly important because, without the assistance of a legal services organization, no attorney would have had any incentive to represent Plaintiffs. Plaintiffs are all low-income tenants, unable to pay for attorney's fees, and the case was not appropriate for a contingency fee arrangement because Plaintiffs were not seeking damages. Therefore, the Kerr factors, taken as a whole, militate strongly in favor of the fees amount requested by Plaintiffs.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

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IV. CONCLUSION

For the reasons stated above, Plaintiffs' Motion for Attorney's Fees is GRANTED and Defendant is ORDERED to pay Plaintiffs $180,029.50 **within 30 days of the date of this Order**. Plaintiffs indicate that $121,999.50 of this amount should go to Legal Aid Foundation of Los Angeles and $58,030 should go to the National Housing Law Project.

IT IS SO ORDERED.

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