

United States District Court  
For the Northern District of California

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

VFS LEASING CO.,	)	Case No. 14-cv-02941-SC
	)	
Plaintiff,	)	ORDER GRANTING MOTION FOR
	)	<u>ATTORNEY'S FEES AND COSTS</u>
v.	)	
	)	
USASIA CASINO	)	
TOURS/ENTERTAINMENT, INC., et	)	
al.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

Now before the Court is Plaintiff VFS Leasing Co.'s ("VFS") motion for attorney's fees and costs. Defendants have never appeared or participated in this litigation, and the Court entered default judgment against them and in favor of VFS on January 6, 2015. ECF Nos. 22, 23. Nor have Defendants filed any opposition to the motion, which the Court took under submission without oral argument on March 4, 2015. See ECF No. 26.

VFS seeks \$625.00 in costs, for the \$400 filing fee and \$225 in costs to serve Defendants. See ECF No. 24-1 ("Morton Decl.") ¶ 16. The Court finds that VFS is entitled to recover its costs

1 expended in this litigation.

2       Regarding attorney's fees, both the master lease agreement and  
3 guaranty at issue in this case provide for the recovery of  
4 attorney's fees in the event of a dispute. The master lease  
5 agreement permits the recovery of "reasonable attorney's fees and  
6 expenses" in the event of "any dispute between the parties."  
7 Morton Decl. Ex. A1 at 4. It also permits the lessor (VFS) to  
8 recover "all costs and expenses, including attorney's fees,  
9 incurred by Lessor in the enforcement of its rights and remedies"  
10 in the event of a default. Id. Defendants' guarantors also agreed  
11 that "[i]n the event of any dispute regarding this Guarranty,  
12 Guarantor agrees to pay all costs and expenses of the Creditor  
13 [VFS] (including reasonable attorneys' fees and expenses)." Morton  
14 Decl. Ex. B at 1. Therefore, the Court finds that VFS is entitled  
15 to recover its reasonable attorney's fees.

16       The Court agrees with VFS that the lodestar method is the  
17 proper means of calculating the fees VFS may recover. See Meister  
18 v. Regents of Univ. of Cal., 67 Cal. App. 4th 437, 446 (Cal. Ct.  
19 App. 1998) (finding that the "trial court was required to utilize  
20 the lodestar method" where "no other method of calculation was  
21 provided for"). No other method of calculation is provided for in  
22 this case; the basis for the recovery of attorney's fees is  
23 contractual, and the relevant contracts do not specify a preferred  
24 method. Under the lodestar method, the fee award is calculated "by  
25 computing a 'touchstone' amount based on a careful compilation of  
26 the time spent and reasonable hourly compensation and augmenting or  
27 diminishing this touchstone amount based on a number of relevant  
28 factors." Id. (internal quotation marks omitted).

1 VFS seeks \$4,986.50 in fees, based on 12 hours of attorney  
2 time at \$290 per hour (for a total of \$3,480), and 13.1 hours<sup>1</sup> of  
3 paralegal time at \$115 per hour (for a total of \$1506.5  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28