

United States District Court  
For the Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

MISAEEL AVILA AND SERGIO AVILA, )  
 )  
 ) Plaintiffs, )  
 )  
 ) v. )  
 )  
 )  
 )  
 ) NAIMAT KADAH INTERNATIONAL INC. )  
 ) DBA KABAB AND CURRY’S, MOHAMMAD )  
 ) USMAN, DOES 1 TO 10, )  
 )  
 ) Defendants. )  
 )

Case No. 5:11-cv-01771 PSG  
**ORDER GRANTING MOTION FOR  
ATTORNEY FEES**

The court has before it a motion to recover attorney fees incurred in bringing a successful motion to enforce a settlement agreement. Defendant Naimat Kadah International Inc. ostensibly filed an opposition brief, but the first eight pages of that ten-and-a-half-page brief argue exclusively that the court erred in granting the motion to enforce settlement, and the court should reconsider its decision.<sup>1</sup> Especially in the absence of any suggestion that the requirements for leave to file a motion for reconsideration under Civ. L. R. 7-9(a) have been met, the court declines Naimat’s invitation to *sua sponte* reverse its decision. The court turns instead to the merits of the

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<sup>1</sup> See Docket No. 62. The court addressed the major concerns raised by Naimat in its original order enforcing the settlement agreement. See Docket No. 59 at 3-4.

1 instant motion.

2 The settlement agreement in this matter specifically provides that “plaintiffs . . . are  
3 entitled to reasonable expenses, including attorney’s fees, in enforcing the Agreement.”<sup>2</sup> Naimat  
4 presents two substantive arguments as to why that provision should not be applied to allow  
5 attorney fees here. First, it alleges that Adam Wang, counsel for Plaintiffs Misael and Sergio  
6 Avila, improperly utilized “block-billing” such that the court cannot evaluate the reasonableness of  
7 his fees, and second, it argues that the motion does not demonstrate the level of detail or quality  
8 legal work that would justify an award of attorneys fees.<sup>3</sup>

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10 Having reviewed the billing records submitted,<sup>4</sup> the court cannot agree with Naimat’s  
11 characterization of Wang’s billing practices. The largest single entry is 6.75 hours spent reviewing  
12 the settlement agreement and communication history surrounding it, conducting research, and  
13 drafting the motion to enforce. A single attorney conducted this work, and while Wang admits that  
14 it does not represent “the exemplar of legal research,”<sup>5</sup> it involved detailed document review and a  
15 legal question outside his area of expertise, so the inefficiency is understandable. This is a far cry  
16 from practices this court has found unacceptable in the past, such as “separating the hours only by  
17 motion.”<sup>6</sup> As to Naimat’s second complaint, the court finds that it is reasonable to spend 35.65  
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23 <sup>2</sup> See Docket No. 61-1.

24 <sup>3</sup> See Docket No. 62 at 9-10.

25 <sup>4</sup> See Docket No. 61-1.

26 <sup>5</sup> See Docket No. 66 at 1.

27 <sup>6</sup> *Apple, Inc. v. Samsung Electronics Co., Ltd.*, Case No. 5:11-01846-LHK (PSG), 2012 WL  
28 5451411 at \*5 (N.D. Cal. Nov. 7, 2012).


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hours, effectively four days, researching, drafting, and arguing two sets of motions and replies.<sup>7</sup>

Avila's motion for attorney fees therefore is GRANTED in the full amount of \$17,049.26.

**IT IS SO ORDERED.**

Dated: March 25, 2014

  
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PAUL S. GREWAL  
United States Magistrate Judge

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<sup>7</sup> The court includes the two hours disclosed in Avila's reply brief, *see* Docket No. 67 at 3, in this calculation, meaning that the full total covers both the motion to enforce the settlement agreement and the motion for attorney fees.