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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

CARL ZEISS VISION INTERNATIONAL  
GMBH; CARL ZEISS VISION INC,  
  
Plaintiffs,  
  
v.  
  
SIGNET ARMORLITE INC,  
  
Defendant.

Civil No. 07-cv-0894-DMS (POR)  
  
**ORDER GRANTING SIGNET'S  
PETITION FOR ATTORNEYS' FEES  
AND COSTS**  
  
**[Doc. 649]**

On March 1, 2010, the Honorable Dana M. Sabraw issued an Order Adopting Magistrate Judge's Report and Recommendation and Granting in Part and Denying in Part Signet's Motions for Sanctions. [Doc. 583.] Specifically, Judge Sabraw imposed the following monetary sanctions against Zeiss: (1) attorneys' fees and costs associated with the filing of Signet's motion for sanctions re: financial documents [Doc. 351]; (2) attorneys' fees and costs associated with the filing of Signet's motion for sanctions re: third party communications [Doc. 374] and Signet's efforts to pursue discovery with Co-Op, VSP, and Satisloh; (3) attorneys' fees and costs associated with the filing of Signet's motion for sanctions for spoliation of evidence [Doc. 376] and the deposition of Mr. Gnatzig; and (4) attorneys' fees and costs associated with the filing of Signet's motion for sanctions for ongoing misconduct [Doc. 379]. On March 26, 2010, Signet filed a Petition for Attorneys' Fees and Costs, requesting a sum of fees and costs in the amount of \$244,169.82. [Doc. 649.] The Court issued a briefing schedule on Signet's Petition [Doc. 668], but Zeiss did not file an Opposition. The briefing deadlines have passed, and the Petition is ripe for adjudication.

1 **I. DISCUSSION**

2 The amount of the sanction award must be reasonable. See In re Yagman, 796 F.2d 1165,  
3 1184 (9th Cir. 1986). With respect to attorneys’ fees awarded as a result of discovery violations,  
4 courts generally apply the “lodestar” method to calculate the proper fee amounts. See, e.g., Finley v.  
5 Hartford Life & Accident Ins. Co., 249 F.R.D. 329, 332-33 (N.D.Cal. 2008); Global Ampersand,  
6 LLC v. Crown Engineering and Const., Inc., 261 F.R.D. 495, 502 (E.D. Cal. 2009). Under the  
7 lodestar method, a court “multipl[ies] the number of hours reasonably expended on the litigation by  
8 a reasonable hourly rate” to determine the “lodestar amount.” Van Gerwen v. Guarantee Mut. Life  
9 Co., 214 F.3d 1041, 1045 (9th Cir. 2000). This “lodestar amount is presumptively the reasonable fee  
10 amount. . . .” Id.

11 **A. Reasonable Number of Hours**

12 The Court has thoroughly reviewed counsel’s billing records and finds that the submitted  
13 hours of work are reasonable. In particular, Signet submits annotated versions of the attorneys’  
14 billing invoices, which assign a category for each relevant line item of work performed.  
15 Furthermore, each category falls squarely within the scope of sanctions identified by the Court in its  
16 Order of March 1, 2010. Based thereon, and in light of no objection filed by Zeiss, the Court finds  
17 that the submitted hours were reasonably expended on the matters subject to sanctions.

18 **B. Reasonable Hourly Rate**

19 The Court notes that the hourly billing rates submitted by Signet are the same rates that the  
20 Court approved as reasonable in its Order of September 16, 2009. [Doc. 345](awarding fees and  
21 costs as a sanction for litigation misconduct). Furthermore, Zeiss has not presented evidence or  
22 argument to indicate that these rates are no longer reasonable. Thus, the Court finds that the hourly  
23 rates are reasonable for the reasons enumerated in the Order of September 16, 2009.

24 These hourly rates, when multiplied by the hours worked, yield an award of reasonable  
25 attorney’s fees in the amount of **\$236,815.50**.

26 **C. Costs**

27 In addition to attorney’s fees, Defendant requests costs in the amount of **\$7,354.32**.  
28 Specifically, in a declaration, Signet’s counsel states that the costs relate to “filing and transcript

1 fees in connection with the sanctions motions and related issues, subpoenas served upon [sic] Co-Op  
2 Optical and VSP, deposition transcripts of Co-Op Optical and VSP, and travel expenses relating to  
3 those depositions.” (Wynne Decl. at ¶ 13.) Based on this statement, and the lack of an objection by  
4 Zeiss, the Court finds that the amount of costs sought by Signet is reasonable.

5 **II. CONCLUSION**

6 In light of the foregoing, the Court GRANTS Signet’s Petition for Attorneys’ Fees and  
7 Costs. [Doc. 649.] Zeiss shall pay to Signet \$236,815.50 in reasonable attorneys’ fees, and  
8 \$7,354.32 in costs, on or before May 28, 2010.

9 **IT IS SO ORDERED.**

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11 DATED: April 26, 2010

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14 LOUISA S PORTER  
15 United States Magistrate Judge

16 cc The Honorable Dana M. Sabraw  
17 All parties  
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