

1 Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
2 Thomas E. Wheeler (SBN 308789)  
3 LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
21031 Ventura Blvd, Suite 340  
4 Woodland Hills, CA 91364  
Phone: 877-619-8966  
5 Fax: 866-633-0228  
tfriedman@toddfllaw.com  
6 abacon@toddfllaw.com  
7 twheeler@toddfllaw.com

8 Steven Soliman, Esq. (SBN 285049)  
THE SOLIMAN FIRM, P.L.C.  
9 ssoliman@thesolimanfirm.com

10 Attorneys for Plaintiff KIRILOSE MANSOUR,  
11 on behalf of himself and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF RIVERSIDE**

14 KIRILOSE MANSOUR, individually on  
15 behalf of himself and all others similarly  
situated,

16 Plaintiff,

17 vs.

18 BUMBLE TRADING, INC., a Delaware  
19 corporation; and DOES 1-10, inclusive,  
and each of them,

20 Defendants.

) Case No.: RIC1810011

)  
) *Assigned for All Purposes to the Honorable*  
) *Sunshine S. Sykes*

) CLASS ACTION

)  
) **PLAINTIFF'S NOTICE OF MOTION AND**  
) **MOTION FOR ATTORNEYS FEES, AND**  
) **COSTS, AND INCENTIVE AWARD;**  
) **MEMORANDUM OF POINTS AND**  
) **AUTHORITIES IN SUPPORT OF**  
) **PLAINTIFF'S MOTION FOR**  
) **ATTORNEYS' FEES AND COSTS ;**  
) **DECLARATION OF STEVEN SOLIMAN;**  
) **DECLARATION OF KIRILOSE**  
) **MANSOUR; PROPOSED ORDER**

) **Date: October 7, 2021**

) **Time: 8:30 a.m.**

) **Dept: 06**

) **Honorable Sunshine S. Sykes**

)  
) Complaint Filed: May 29, 2018

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on October 7, 2021 at 8:30 a.m., or as soon thereafter as  
3 this uncontested motion may be heard in Department 06 of the Superior Court of California,  
4 County of Riverside, located at 4050 Main Street, Riverside, California, Class  
5 Representative/Plaintiff Kirilose Mansour (“Plaintiff”) (“*Mansour* Counsel”) will move the Court  
6 for an award of attorneys’ fees, costs and incentive awards relating to the class action settlement  
7 reached in this action. By this Motion, *Mansour* Plaintiff seeks:

- 8 • \$3,250,000 for *Mansour* Counsel’s fees;
- 9 • Up to \$50,000 for *Mansour* Counsel’s costs, which are presently \$16,714.27;
- 10 • \$42,929 for the (current) cost of Claims Administration<sup>1</sup>; and
- 11 • A \$10,000 incentive award to Plaintiff Kirilose Mansour.


12  
13 Plaintiff brings this Motion on the grounds that: (1) the requested attorneys’ fees are fair  
14 and reasonable in light of the efforts of *Mansour* Counsel in obtaining the settlement herein; (2)  
15 the requested attorneys’ fees comport with the applicable law; (3) the expenses for which  
16 reimbursement is sought were reasonably and necessarily incurred in connection with the  
17 prosecution of this action; (4) the Claims Administrator should be paid for its service to the Class;  
18 and (5) a reasonable payment to *Mansour* Plaintiff for his efforts on behalf of the Class Members  
19 is warranted and appropriate.

20 This Motion is based on this Notice of Motion, the accompanying Memorandum of Points  
21 and Authorities, the Declaration of Todd M. Friedman, the Declaration of Steven S. Soliman, the  
22 Affidavit of Ryan Aldridge, the Declaration of Kirilose Mansour, and the complete file in this  
23 action and any other documentary and/or oral evidence as may be presented at the time of the  
24 hearing on this Motion. As will be noted in a forthcoming stipulation, the Parties will be seeking  
25 to extend the hearing date on this Motion by approximately sixty-nine (69) days to November 17,  
26 2021 to accommodate an additional round of email notice to certain individuals who previously  
27 did not receive the original notice in July 2021 which was sent on September 9, 2021.

28 \_\_\_\_\_  
<sup>1</sup> Plaintiff will update as further costs are incurred before the continued Motion date.

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Respectfully submitted this 9th of September, 2021.

By:   
\_\_\_\_\_  
TODD M. FRIEDMAN  
LAW OFFICES OF TODD M. FRIEDMAN,  
P.C.  
STEVEN S. SOLIMAN  
THE SOLIMAN FIRM, P.L.C.  
Attorneys for Plaintiff

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1 **I. INTRODUCTION**

2 Plaintiff Kirilose Mansour (“Plaintiff”), individually and on behalf of the “Class” (as  
3 defined below), seeks attorneys’ fees, costs and an incentive award as a result of the final  
4 approval of the proposed class action settlement with Defendant BUMBLE TRADING, INC.  
5 (“Defendant”), who does not oppose this Motion. This Settlement has resulted in \$67,000,000  
6 in benefit to the Settlement Class, consisting of an automatic 20 Super Swipes (valued at \$31.98)  
7 to each Settlement Class Member (who does not opt out) and a \$3,000,000 Common Fund  
8 against which Class Members can and have submitted claims for one or two pro rata shares of.

9 The Settlement is the result of the hard work performed by Class Counsel over the three  
10 years this case has been pending, including researching Defendant; interviewing Plaintiff, filing  
11 the complaint, engaging in expansive discovery and Motion practice, including, but not limited  
12 to, preparing an opposition to Defendant’s Motion for Summary Judgment, briefing Plaintiff’s  
13 Motion for Class Certification, and moving for preliminary and final approval, as well as drafting  
14 the Settlement Agreement and administering the settlement. Plaintiff’s counsel additionally  
15 drafted and responded to written discovery and conducted confirmatory discovery into the size  
16 of the class. As such, Plaintiff should be awarded his fees and costs, the Claims Administrator  
17 should be paid for providing its services, and the Class Representative should receive an  
18 incentive award for expending considerable time and effort actively pursuing this matter to  
19 resolution

20 Specifically, The Law Offices of Todd M. Friedman, PC (“*Mansour* Counsel”) brings  
21 this instant Motion for Attorneys’ Fees, Costs, and Incentive Awards, which represents less than  
22 5% of the total estimated value of the Settlement between the automatic benefit and Common  
23 Fund (and with no value ascribed to the injunctive component) and provides significant value to  
24 the Class.

25 **II. FACTUAL BACKGROUND**

26 **A. Procedural History**

27 On May 29, 2018, Mansour filed his Class action lawsuit against Defendant. The Parties  
28 thereafter engaged in discovery in preparation for Plaintiff’s Motion for Class Certification and

1 Defendant’s Motion for Summary Judgment. On November 25, 2019, Plaintiff filed his Motion  
2 for Class Certification. Counsel for the parties agreed that the Motion for Summary Judgment  
3 and Motion for Class Certification would be heard at the same time. Defendant filed its Motion  
4 for Summary Judgment on February 14, 2020. The Parties’ oppositions to each other Motions  
5 were due to be filed at the end of July.

6 Prior to that due date, the Parties attended a mediation with Judge Andler on June 23,  
7 2020. The Parties did not resolve the case at the mediation but engaged in subsequent discussions  
8 with Judge Andler regarding compensation for the Settlement Class. With her guidance, the  
9 Parties reached an initial agreement with respect to the compensation for the Settlement Class  
10 on September 10, 2020, but no agreement or discussion as to attorney’s fees and costs occurred  
11 prior to this date. *See* Declaration of Todd M. Friedman In Support Of Motion For Final  
12 Approval And Fees (“Friedman Decl.”), ¶¶ 7-9. Thereafter, the Parties engaged in further  
13 settlement discussions to see if attorney’s fees and costs could be agreed to without the need for  
14 a contested motion and on October 16, 2020, the Parties attended a second mediation with Judge  
15 Andler to resolve the issue of attorney’s fees wherein Defendant agreed to pay attorneys’ fees  
16 awarded by the Court of up to \$3,250,000. *Id.* Plaintiff filed an initial Motion for Preliminary  
17 Approval which was denied without prejudice by the Court. Plaintiff filed a second Motion for  
18 Preliminary which was heard by the Court on March 8, 2021. Following the hearing on March  
19 8, 2021 with the Honorable Court, the Parties agreed to amend the Settlement Agreement to  
20 address the concerns set forth by the Court in addition to amending the preliminary approval  
21 order, the claim form, the notice, the exclusion form, and the objection form. Subsequently,  
22 Plaintiff filed his third revised Motion for Preliminary Approval which was granted by this  
23 Honorable Court by Order dated July 1, 2021.

24 **III. THE SETTLEMENT**

25 The “Settlement Class” is defined in the Agreement as follows:

26 *“All male persons in California who used the Bumble dating app*  
27 *and self-identified as interested in women on the Bumble dating app*  
28



1 from May 29, 2016 to May 18, 2021.” (Settlement Agreement, page  
2 2.)<sup>2</sup>

3 Under the Settlement, Defendant agrees to a multifaceted Settlement structure, which  
4 includes a universal participation component (automatic benefits to all Settlement Class  
5 Members); an additional cash payout to Settlement Class Members who submit timely valid  
6 claims; and an agreement to provide all Bumble dating app users with the ability to message first  
7 using pre-selected emoji going forward for at least a one year period. Attorneys’ fees, to Plaintiff,  
8 will be separately paid by Defendant and not be deducted from the Common Fund.

#### 9 **IV. ARGUMENT**

##### 10 **A. THIS COURT SHOULD AWARD *MANSOUR* COUNSEL FEES AND COSTS**

11 Both the United States Supreme Court and the California Supreme Court have long  
12 recognized the need for class actions in consumer cases where recoveries are too small to warrant  
13 individual prosecution. Over a quarter of a century ago, the California Supreme Court explained:

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

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

25 The concerns articulated by the Court in *Vasquez* apply precisely to this action. Individual  
26 Class Members could, or would, not have undertaken the burden of investigation and litigation  
27 necessary to prosecute individual claims against it. A class action was necessary to vindicate  
28 their rights. As the United States Supreme Court explained in *Amchem Prods. Co. v. Windsor*  
(1997) 521 U.S. 591:

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

34 *Id.* at 617.

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35 <sup>2</sup> The Settlement Agreement is attached as Exhibit A to the previously filed Declaration of Todd  
36 M. Friedman in Support of Preliminary Approval.

1 The reality is that appropriate awards of attorneys' fees are absolutely necessary in order  
2 to ensure that consumer rights are protected and vindicated. One of the fundamental axioms of  
3 class action law is that a plaintiff who obtains a settlement on behalf of absentee class members  
4 is allowed to recover reasonable attorneys' fees and costs incurred in the litigation. *See, e.g., Mills*  
5 *v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-92 (recognizing the right of class action  
6 plaintiffs who have obtained a settlement to recover attorneys' fees and costs because, "[t]o allow  
7 the others to obtain full benefit from the plaintiff's efforts without contributing equally to the  
litigation expenses would be to enrich the others unjustly at the plaintiff's expense.").

8 Contingency fee litigation is always risky. Despite this risk, Class Counsel have secured  
9 an excellent result in this litigation, and *Mansour* Counsel respectfully submit that the award of  
10 \$3,250,000 in fees and up to \$50,000 in litigation costs, which presently are calculated at  
11 \$16,714.27, as well as a service payment of \$10,000 to the Class Representative is therefore  
12 appropriate. As explained below, the requested fee reflects a reasonable 2.5 lodestar multiplier,  
13 after over three years of work on this litigation of *Mansour* Counsel's actual fees of  
14 \$1,299,942.50. Plaintiff is entitled to recover reasonable attorneys' fees, expenses and costs  
15 under the Unruh Civil Rights Act, Cal. Civ. C. § 52(a). Moreover, when a party is entitled to  
16 statutory fees, "the fee should ordinarily include compensation for all hours reasonably spent,  
17 including those relating solely to the fee". *See Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624  
18 ("Serrano IV"). California courts, in exercising their broad discretion to determine the  
19 appropriate fee pursuant to a fee-shifting statute, may base their calculations on the "lodestar"  
20 and "multiplier" method. *See Press v. Lucky Stores, Inc.* (1983) 34 Cal. 3d 311, 322; *Serrano v.*  
21 *Priest* (1977) 20 Cal. 3d 25, 48-49 ("Serrano III"). It is submitted that the fee award sought  
22 herein is reasonable under the lodestar/multiplier approach in determining reasonable attorney's  
23 fees. *Mansour* Counsel's costs are also fully documented, necessarily incurred and otherwise  
24 reasonable.

25 Further, the reaction of the Class to the Settlement terms relating to fees and costs must  
26 also be recognized. To date, out of 1,604,279 Class Members who have received direct notice  
27 thus far, 214 Class Members have opted out and two Class Members have objected to the Fee  
28 request, with one calling the entire case frivolous and the other stating that he would be satisfied  
if his pro rata share is \$100 (which it currently is presuming he opted not to receive Super Swipes).  
Friedman Decl. at ¶¶ 27-30. Courts have interpreted that response as evidence that the Settlement  
warrants final approval. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.*  
(2000) 85 Cal. App. 4th 1135, 1152-53 (finding response of class members to be

1 “overwhelmingly positive” where “a mere 80 of the 5,454 absent class members elected to opt  
2 out of the settlement.”). Moreover, Class Members do not need to opt in to receive settlement  
3 payments and will automatically be entitled to receive the significant benefits of this settlement  
4 without even submitting a claim.

5 **1. The requested attorney’s fees are reasonable, fair and appropriate**  
6 **under the lodestar/multiplier approach**

7 Under the lodestar/multiplier approach, the court computes the “lodestar” amount by  
8 multiplying the number of hours reasonably expended by each attorney or legal staff member by  
9 their reasonable hourly rates. *See Serrano v. Priest* (1977) 20 Cal. 3d 25, 48 (“*Serrano II*”).  
10 However, “the lodestar formula does not limit consideration to hours expended and hourly rate,  
11 though that is the foundation of the calculation.” *Lealao v. Beneficial California, Inc.* (2000) 82  
12 Cal. App. 4th 19, 40. The court then enhances this lodestar figure by a “multiplier” to account for  
13 a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the  
14 degree of success achieved. *See Serrano II*, 20 Cal. 2d at 49; *see also Lealao*, 82 Cal. App. 4th at  
15 26; *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834 (“[t]here is no hard-and-fast  
16 rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease  
17 a lodestar calculation”). *Mansour Counsel’s* fee demand is more than justified based upon the  
18 lodestar method of calculating fees.

19 **a. *The number of hours claimed is reasonable***

20 Counsel for prevailing parties are entitled to be compensated “for all time reasonably  
21 expended in pursuit of the ultimate result achieved in the same manner that an attorney  
22 traditionally is compensated by a fee-paying client for all time reasonably expended on a matter.”  
23 *Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 (internal quotes and citation omitted); *see also*  
24 *Serrano IV*, 32 Cal. 3d at 633 (parties “should recover for all hours reasonably spent”). The  
25 amount of time *Mansour Counsel* spent on this case (1957.7 hours), which culminated in the very  
26 favorable Settlement, is entirely reasonable given the complexity of the issues involved,  
27 Defendant’s vigorous defense, the three years the litigation has been pending, and the exceptional  
28 results obtained.<sup>3</sup> Further, all of *Mansour Counsel’s* time is supported by the declarations  
submitted concurrently with this Motion which themselves are based on records that are

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<sup>3</sup> Class Counsel anticipate spending an additional 160 hours of time on this matter through final approval given the second round of notice that is being sent out. Friedman Decl. at ¶ 42; Declaration of Steven S. Soliman In Support of Plaintiff’s Motion for Final Approval and Fees (“Soliman Decl.”) at ¶ 9.

1 maintained contemporaneously in the normal course of *Mansour* Counsel’s practices. Friedman  
 2 Decl. at ¶ 57; Soliman Decl. at ¶ 8. *See In re Sutter Health Uninsured Pricing Cases* (2009) 171  
 3 Cal. App. 4th 495, 511-12 (“We see no reason why [the court] could not accept the declarations  
 4 of counsel attesting to the hours worked, particularly as he was in the best position to verify those  
 5 claims by reference to the various proceedings in the case.”); *Wershba v. Apple Computer, Inc.*  
 6 (2001) 91 Cal. App. 4th 224, 254-55. *Mansour* Counsel summarize their lodestar calculation as  
 follows:

Name	Number of Hours	Rate/Hr	Total
Todd M. Friedman	416	\$900.00	\$374,400.00
Adrian R. Bacon	580.6	\$700.00	\$406,420.00
Steven S. Soliman	313	\$675.00	\$211,275.00
Tom E. Wheeler	648.1	\$475.00	\$307,847.50
TOTAL	1644.7		<b>\$1,299,942.50</b>

11  
 12 Friedman Decl. at ¶¶ 57-58, Ex. B; Soliman Decl. at ¶¶ 8-9, Ex. A. The Court should  
 13 approve the hours expended by *Mansour* Counsel in calculating their lodestar.

14 **b. *The hourly rates requested are reasonable***

15 Class Counsel are entitled to be compensated at hourly rates that reflect the reasonable  
 16 market value of their legal services, based on their experience and expertise. *See Serrano IV*, 32  
 17 Cal. 3d at 640 n.31; *San Bernardino Valley Audubon Soc’y, Inc. v. County of San Bernardino*  
 18 (1984) 155 Cal. App. 3d 738, 755. “The reasonable hourly rate is that prevailing in the community  
 19 for similar work.” *PCLM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095. Payment at full  
 20 market rates is essential to entice well-qualified counsel to undertake difficult cases such as this  
 21 one. *See Audubon Soc’y*, 155 Cal. App. 3d at 755. Mr. Friedman seeks a hourly rate of \$900 per  
 22 hour, Mr. Bacon seeks a hourly rate of \$700 per hour, Mr. Soliman seeks a hourly rate of \$675  
 23 per hour, and Mr. Wheeler seeks a hourly rate of \$475 per hour. Friedman Decl. at ¶ 57; Soliman  
 24 Decl. at ¶ 10. *Mansour* Counsel’s hourly rates are fully supported by their experience and  
 25 reputation in handling complex class action litigation. *See* Friedman Decl. at ¶¶ 47-54; Soliman  
 26 Decl. at ¶¶ 5-7. Further, *Mansour* Counsel charge rates commensurate with the prevailing market  
 27 rates for attorneys of comparable experience and skill handling complex litigation as set forth in  
 28 the *Laffey* matrix. Friedman Decl. at ¶ 55; Soliman Decl. at ¶ 10. Accordingly, their rates should  
 be approved in calculating the lodestar.

**c. *The requested fee is more than reasonable since, if awarded, Mansour Counsel will be receiving a reasonable multiplier on their***

***lodestar.***

1 To date, *Mansour* Counsel have expended 1644 hours of work in this litigation and  
2 accumulated a total lodestar of approximately \$1,299,942.50. Friedman Decl. at ¶¶ 57-58, Ex.  
3 B; Soliman Decl. at ¶¶ 8-9, Ex. A. After three years of litigating this case, *Mansour* Counsel seek  
4 a total fee award of \$3,250,000. Trial courts have substantial discretion in adjusting the lodestar  
5 to account for various factors. *See Lealao*, 82 Cal. App. 4th at 26, 39-45; *see also Serrano III*,  
6 20 Cal. 3d at 49. In addition, it has been held that “[m]ultipliers can range from 2 to 4 or even  
7 higher.” *See Wershba*, 91 Cal. App. 4th at 255; *see also Van Vranken v. Atlantic Richfield Co.*  
8 (N.D. Cal. 1995) 901 F. Supp. 294, 298 (“[m]ultipliers in the 3-4 range are common in lodestar  
9 awards for lengthy and complex class action litigation”). Once the court has fixed the lodestar,  
10 it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into  
11 account a variety of other factors, including the quality of the representation, the novelty and  
12 complexity of the issues, the results obtained, and the contingent risk presented.” *Lealao*,  
13 *supra*, 82 Cal.App.4th 19, 26. California courts often use “the amount at stake, and the result  
14 obtained by counsel” as relevant factors justifying enhancement of a lodestar fee through use of  
15 a multiplier. *Id.* at 45. The court also considers “additional factors [such] as the . . . importance  
16 of the suit, and the public nature of plaintiffs' position.” *Coal. for L. Cty. Plan. etc. Int. v. Bd. of*  
*Supervisors* (1977) 76 Cal. App. 3d 241, 251 (“This was precisely the technique endorsed by the  
17 Supreme Court in [*Serrano III*]”); *see also Thayer*, 92 Cal.App.4th at 833.

18 When looking at the timing of the settlement, “the promptness of settlement cannot be  
19 used to justify the refusal to apply a multiplier to reflect the size of the class recovery without  
20 exacerbating the disincentive to settle promptly inherent in the lodestar methodology.” *Lealao*,  
21 82 Cal.App.4<sup>th</sup> at 52-53. The “[California] Supreme Court has placed an extraordinarily high  
22 value on settlement (see, e.g., *Neary v. Regents of University of California* (1992) 3 Cal.4th 273,  
23 277-280 [10 Cal.Rptr.2d 859, 834 P.2d 119], citing, inter alia, *McClure v. McClure* (1893) 100  
24 Cal. 339, 343 [34 P. 822]) [and] [] [] [] counsel should be rewarded, not punished, for helping to  
25 achieve that goal, as in federal courts. (*Merola v. Atlantic Richfield Company* (3d Cir. 1975) 515  
26 F.2d 165, 168 [lodestar approach “permits the court to recognize and reward achievements of a  
27 particularly resourceful attorney who secures a substantial benefit for his clients with a minimum  
28 of time invested”]; *Bowling v. Pfizer, Inc.*, *supra*, 922 F.Supp. 1261, 1282-1283 [case settled “in  
swift and efficient fashion”]; *Arenson v. Board of Trade of City of Chicago* (N.D.Ill. 1974) 372  
F.Supp. 1349, 1358 [awarding a fee four times the normal hourly rate on ground that, if the case  
had not settled and gone to verdict, “there is no doubt that the number of hours of lawyer's time

1 expended would be more than quadruple the number of hours expended to date”].)” *Id.* (footnotes  
2 removed).

3 The above factors weigh in favor of the positive multiplier requested by Plaintiff. Plaintiff  
4 was able to obtain a settlement with value of \$76,000,000, consisting of an automatic 20 Super  
5 Swipes (valued at \$31.98) to each Settlement Class Member (who does not opt out) and a  
6 \$3,000,000 Common Fund, which constitutes a significant amount at stake and strong result for  
7 the Settlement Class in this heavily contested action.

8 Plaintiff’s case was brought on behalf of California’s Unruh Civil Rights Act and thus  
9 constitutes the prosecution of an important right in the public interest—as California has a strong  
10 interest in preventing discrimination as enshrined within the law. In the same vein, this particular  
11 area of litigation under the Unruh Civil Rights Act was novel as there is no case law with respect  
12 to the sexual orientation discrimination or the form of discrimination present in this matter. It  
13 was also complex as highlighted by Defendant’s Motion for Summary Judgment which argued  
14 for absolute defenses under the California and United States Constitution Right to Association.

15 The quality and promptness of the legal work leading to the Settlement also justifies a  
16 positive multiplier.<sup>4</sup> Plaintiff had conducted enough discovery to move for Class Certification  
17 and Defendant had similarly conducted enough discovery to move for Summary Judgment. At  
18 this point, where both sides had filed their Motions and laid out their positions, but prior to both  
19 sides being forced to further expend costs on opposing those Motions, the Parties reached a  
20 settlement. As the California Supreme Court has opined, Plaintiff should be incentivized, not  
21 punished, for obtaining a valuable Settlement on behalf of Settlement Class Members at an  
22 appropriate time even if the amount of fees that would have been incurred in the matter if it had  
23 proceeded to trial and appellate proceedings would have likely eclipsed the requested fees at this  
24 stage.

25 Additionally, Plaintiff’s counsel took this matter on a full contingency, for which they  
26 would have recovered nothing if they had not prevailed in this matter. Friedman Decl. at ¶¶ 40-  
27 41; Soliman Decl. at ¶ 10. Counsel have litigated this case for a substantial length of time and  
28 have received no payment of their fees to date. The risks inherent to such practice, especially  
when undertaken in the public interest, justify a lodestar multiplier.

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<sup>4</sup> “The California cases appear to incorporate the ‘results obtained’ factor into the ‘quality’ factor: i.e., high-quality work may produce greater results in less time than would work of average quality, thus justifying a multiplier.” *Thayer*, 92 Cal.App.4<sup>th</sup> at 838 (citing Pearl, Cal. Attorney Fee Awards (Cont.Ed.Bar 2d ed. 1998) § 13.6, p. 327.) (3b)).

1 Based on the above factors, *Mansour* Counsel are seeking a reasonable multiplier of 2.50  
2 times their actual fees incurred. Friedman Decl. at ¶ 59. The reasonableness of the amount of the  
3 multiplier in combination with the factors justifying it weigh in favor of this Motion being  
4 granted.

5 **2. The requested costs are fully documented, necessarily incurred and**  
6 **reasonable.**

7 To date, *Mansour* Counsel have documented and verified a total of \$16,714.27 in  
8 expenses and costs incurred through the time of this Motion. See Friedman Decl. ¶ 43. The costs  
9 and expenses for which counsel seeks reimbursement include filing fees, travel, lodging, courier  
10 services, service of process, and mediation expenses. *Id.* Plaintiff’s counsel has not billed for  
11 miscellaneous expenses such as legal research expenses, printing expenses (except at deposition)  
12 and postage. *Mansour* Counsel has provided the division of attorney service fees versus filing  
13 fees and an explanation as to the type of travel and necessity of lodging in his declaration as  
14 required by the Court in its CMO. *Id.* at ¶¶ 43-46. All of these costs were necessarily incurred in  
15 the course of this litigation and should be reimbursed. Thus, Plaintiff’s request for \$16,714.27.

16 **B. THE COURT SHOULD AWARD *MANSOUR* PLAINTIFF HIS REQUESTED INCENTIVE**  
17 **AWARDS**

18 In *Cellphone Termination Cases* (2010) 186 Cal. App. 4th 1380, 1396, the appellate court  
19 upheld the trial’s court approval of \$10,000 in incentive awards to each class representative. The  
20 court reasoned, “[T]he rationale for making enhancement or incentive awards to named plaintiffs  
21 is that they should be compensated for the expense or risk they have incurred in conferring a  
22 benefit on other members of the class.” *Id.* at 1394 (quoting *Clarke v. American Residential*  
23 *Servs. LLC* (2009) 175 Cal. App. 4th 785, 806).

24 Here, the Settlement Agreement calls for Plaintiff Mansour to receive a \$10,000 incentive  
25 award. This incentive award is well deserved and justified by the fact that Plaintiff Mansour took  
26 action on behalf of his fellow class members. Declaration of Kirilose Mansour (“Mansour Decl.”)  
27 ¶ 12. Mr. Mansour spent 25-30 hours litigating this matter on behalf of Class Members and faced  
28 risk from being ordered to pay Defendant’s costs in the tens of thousands of dollars if the claim  
had been unsuccessful. *Id.* at ¶¶ 4-5. Mr. Mansour has also had his name publicized on various  
websites in light of the broad notice plan and there is now a public record that he sued Defendant  
in a consumer class action lawsuit. *Id.* at ¶ 6. Mr. Mansour has received no other benefits in the  
litigation if this matter. *Id.* at ¶ 7. Plaintiff was active during the discovery process and promptly  
responded to any questions as well as during the settlement discussions. *Id.* ¶¶ 3, 12. Therefore,

1 given the significant benefits he has obtained for the Class versus the risks entailed, his time and  
2 effort made resolution of this case possible for the members of the Class and he should be awarded  
3 an incentive award for obtaining such a benefit. By bringing this action, the Plaintiff also  
4 furthered the well-established public policy goals of protecting consumers from allegedly illegal  
practices. Plaintiff respectfully requests the Court award him an incentive award of \$10,000.

5 **V. CONCLUSION**

6 For the reasons stated above, Plaintiff respectfully submit that this Motion should be  
7 granted in its entirety. Specifically, *Mansour* Plaintiff seeks:

8 \$3,250,000 for *Mansour* Counsel's fees;

9 \$16,714.27 for *Mansour* Counsel's costs;

10 \$42,929 for the (current) cost of Claims Administration; and

11 a \$10,000 incentive award to Plaintiff Kilrose Mansour

12  
13  
14  
15 Dated: September 9, 2021

Respectfully submitted,

16  
17 By: 

18  
19 Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
20 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**

21 Steven S. Soliman (SBN 285049)  
22 **THE SOLIMAN FIRM, P.L.C.**

23 *Attorneys for Plaintiff and all others*  
24 *similarly situated.*



1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of  
3 18 and not a party to the within action. My Business Address is 21031 Ventura Blvd, Suite 340  
4 Woodland Hills, CA 91364.

5 On September 10, 2021, I served the following document(s) described as:  
6 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR ATTORNEY'S FEES AND COSTS; DECLARATION OF KIRILOSE MANSOUR; DECLARATION OF STEVEN SOLIMAN; PROPOSED ORDER**, on all interested parties in this action by placing:

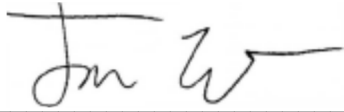
- 7  a true copy  
8  the original thereof enclosed in sealed envelope(s) addressed as follows:

9 Rita Hauesler  
10 HUGHES HUBBARD  
11 rita.haeusler@hugheshubbard.com  
12 Attorneys for Defendant

- 13  BY FACSIMILE – The facsimile machine us  
14  BY EMAIL  
15  STATE – I declare under penalty of perjury under the laws of the State of  
16 California that the above is true and correct.

17 Executed on September 10, 2021, at Los Angeles, California.

18 By: \_\_\_\_\_

19   
20 Thomas Wheeler  
21  
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