

1 approached the \$550 that he's seeking.

2 So for those reasons, we respectfully respect
3 that the Court reduced the Lodestar as requested in
4 our paper and apply reduction and not apply an
5 enhancement, Your Honor.

6 THE COURT: Thank you, Mr. Collins.

7 Mr. Castronovo, would you like the last word?

8 MR. CASTRONOVO: I have two brief points.
9 This was a pure contingent fee matter, no recovery, no
10 fee. That's clear in the agreement. So all the risk
11 was on my firm. My firm did not get paid every month
12 like Mr. Collins' firm did. So if we didn't win, we
13 -- we don't get paid. So it was a pure contingent fee
14 matter.

15 Second, any reduction for an alleged lack of
16 success, again, that relates to what hours were spent
17 solely on failing claims. They identified none here.
18 These were completely overlapping claims, therefore,
19 there should be no reduction of the Lodestar.

20 THE COURT: Thank you. It is unnecessary
21 for me to recite the -- the facts here other than to
22 note that this was a claim arising out of the law
23 against discrimination. And the matter tried before a
24 jury to a conclusion.

25 It is clear that plaintiff was the prevailing

1 party. And as the prevailing party is entitled to an
2 award of attorney's fees as the prevailing party under
3 N.J.S.A. 10:5-27.1.

4 In setting the fee, the Court must consider the
5 reasons for this fee shifting statute. First, to
6 ensure that there's competent counsel that would --
7 that agrees to accept such a case on a contingent fee
8 basis. And, two, to enable those who might not afford
9 to do so to seek redress in the courts when confronted
10 with discrimination. That's made clear by the Supreme
11 Court in 1995 in Rendine versus Pantzer, 141 N.J. 292.

12 To do so, the Court must establish the Lodestar
13 fee. That is the number of hours reasonable spent by
14 counsel multiplied by a reasonable hourly rate. To
15 determine reasonableness, the Court looks for guidance
16 to the factors set forth in the rules of professional
17 conduct, specifically, Rule 1.5a.

18 Applying them here, the Court finds as follows.
19 The time and labor required by counsel and the staff
20 were within the time and labor expected in any law
21 against discrimination or LAD case. The time spent by
22 counsel would limit or preclude the ability of counsel
23 to serve other clients or potential clients. Next,
24 the hourly rate is well within the range for
25 plaintiff's employment attorneys.

1 Having presided over the trial here, while not
2 particularly complex, it had a real potential for a
3 jury verdict of no cause for action, a zero recovery.

4 The skill in achieving that result that is, an
5 award of \$113,600, was no small achievement no matter
6 how it's divvied up. It should not be minimized by
7 the fact that some counts of the Complaint were
8 dismissed and/or recovery was less than the plaintiff
9 might have liked.

10 Plaintiff's counsel is experienced and able and
11 holds a reputation as among the best plaintiff's
12 employment lawyers and law firm. The fee was
13 contingent. If unsuccessful, the risk to counsel was
14 significant.

15 Even when a recovery is small which it wasn't
16 here, the availability of counsel coupled with the
17 vindication of the purposes of the law against
18 discrimination justify payment of reasonable
19 attorney's fees.

20 For the foregoing reason, the Court awards the
21 Lodestar fee of \$125,985 plus costs inclusive with the
22 time spent preparing and arguing this motion plus cost
23 of \$1,506.02.

24 Counsel is also entitled to an enhancement of the
25 fee typically between 20 and 35 percent of the

1 Lodestar in contingent fee cases under Rendine. The
2 risk of non-payment of \$125,985 in time and effort
3 justify the requested 35 percent enhancement. The
4 risk of a negative verdict was extremely real in this
5 case. The total fees with enhancement awarded are
6 \$170,079.

7 Mr. Castronovo, the interest, you -- did you
8 compute the per diem proposed judgment?

9 MR. CASTRONOVO: Not yet. I think I did in
10 an email to Mr. Collins, but I can submit that later
11 if Your Honor likes.

12 THE COURT: Okay. So we will await that
13 information prior to submitting -- sending out the
14 order.

15 MR. CASTRONOVO: Should I email it to Your
16 Honor's clerk because I have it readily available once
17 I get out of the courtroom?

18 THE COURT: Yep.

19 MR. CASTRONOVO: Okay.

20 THE COURT: Thank you. Thank you, everyone.

21 MR. CASTRONOVO: Thank you, Your Honor.

22 MR. COLLINS: Thank you, Judge.

23 THE COURT: I'm going to sign it, but just
24 make sure we get the per diem right there.

25 (Matter concluded.)