

determines whether these fees are reasonable by assessing the "experience and skill of the prevailing party's attorneys" and comparing "their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation." *Rode*, 892 F.2d at 1190.

Courts in this district have approved a wide range of billing rates as reasonable, and both Plaintiffs and Defendants cite cases where courts confirmed fee rates similar to the ones they seek. See, e.g., ECF No. 105 at 10 (citing *In re Merck & Co. Vytarin ERISA Litig.*, 2010 U.S. Dist. LEXIS 12344, 2010 WL 547613 (D.N.J. Feb. 9, 2010) (approving rates up to \$835 per hour)); ECF No. 90 at 10 (citing, e.g., *Port Drivers Federation 18, Inc. v. All Saints*, 2011 U.S. Dist. LEXIS 93700, 2011 WL 3610100, at *4 (D.N.J. Aug. 16, 2011) (reducing partner's billing rate from \$595 to \$475 per hour and citing cases approving a range of \$250 to \$400 per hour)). See also *Saini v. BMW of North America, LLC*, 2015 U.S. Dist. LEXIS 66242, 2015 WL 2448846, at *15 (D.N.J. May 21, 2015) (approving average rates of \$421.73 and \$540.31 in class action against BMW for failure to provide warranties).

As discussed, Plaintiffs also argue, through the Knapton Declaration, that the requested billing rates for most Class Counsel attorneys are lower than the third-quartile rates in the geographic [*76] areas where the attorneys are located. See ECF No. 86-9 ¶ 48; ECF No. 86-9 Ex. 9 (Real Report Snapshot "High-Level Data Cuts" for U.S. cities). Under this analysis, the requested billing rates are reasonable.

Defendants, however, argue that a more appropriate comparison is between the requested billing rates and the 2015 Real Report Snapshot rates for partners and associates practicing "General Liability" law in New York and Philadelphia, the practice area and two cities that best correspond with the legal work in this matter and geographic location of this Court. ECF No. 90 at 8-9 (citing ECF No. 86-9 Ex. 7 (Real Report Snapshot "Practice Area Analysis: General Liability")). Defendants urge the Court to average the Real Report Snapshot rates for New York and Philadelphia partners and associates practicing "General Liability" law, arriving at mean and top-quartile partner rates of \$425 and \$609 per hour, respectively, and mean and top-quartile associate rates of \$284 and \$345 per hour, respectively. *Id.* at 10.

The Court agrees with Defendants that the average Class Counsel billing rate of \$664.15 is higher than the average rate approved by many recent courts in this district. Defendants do not [*77] calculate the effect their proposed mean and top-quartile "General Liability" rate adjustments would have on the lodestar. Using the Knapton Declaration's fee schedule, ECF No. 86-9 Ex. 2,⁹ the Court calculates that Class Counsel partners billed a total of 3,542.1 hours; that the "associate class," including associates, law clerks, local counsel, and of-counsel attorneys, billed a total of 1,323.55 hours; and that paralegals billed a total of 234.7 hours. Adjusting all associate and partner billing rates to the mean and top-quartile rates proposed by Defendants would result in lodestars of \$1,917,673.40 and \$2,649,473.15, respectively. *Id.*

⁹ There are several discrepancies between the hours reported in the Class Counsel affidavits and the hours used by Mr. Knapton to calculate Plaintiffs' lodestar of 3,387,328.75. Most notably, John A. Yanchunis of Morgan & Morgan reports that he billed 38.3 hours at a rate of \$900 per hour and that Teresa Ponder, a paralegal, billed 84.2 hours at a rate of \$150, for a firm lodestar of \$47,100. ECF No. 86-5 ¶ 17; ECF No. 86-5 Ex. B (time report). The Knapton Declaration calculates Plaintiffs'

For internal use only