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21 *Attorneys for PLAINTIFF MICHAEL GARCIA and the Plaintiff Class*

22 UNITED STATES DISTRICT COURT  
23 FOR THE CENTRAL DISTRICT OF CALIFORNIA

24 MICHAEL GARCIA on behalf of  
25 himself and others similarly situated,

26 Plaintiff,

27 vs.

28 LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT, a public entity, et al.,

Defendants.

Case No. : CV 09-08943 DMG (SHx)

DECLARATION OF ANNA RIVERA  
IN SUPPORT OF PLAINTIFF'S  
NOTICE OF MOTION AND MOTION  
FOR AWARD OF ATTORNEYS'  
FEES AND EXPENSES RELATED  
TO CLASS ACTION SETTLEMENT  
WITH COUNTY OF LOS ANGELES

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**DECLARATION OF ANNA RIVERA**

I, ANNA RIVERA, declare:

1. I am a Senior Staff Attorney at the Disability Rights Legal Center (“DRLC”). The DRLC, along with co-counsel at Milbank Tweed, Hadley & McCloy (“Milbank”), represents Plaintiff Michael Garcia and has been appointed by the Court as Class Counsel. The facts set forth herein are based upon my personal knowledge, my review of documents prepared and/or maintained by DRLC in the ordinary course of business, and information provided to me by employees of DRLC’s co-counsel, Milbank. If called as a witness, I could and would testify competently thereto.

2. DRLC is a 501(c)(3) non-profit public interest organization dedicated to advancing the civil rights of people with disabilities through education, advocacy and litigation. Founded in 1975, DRLC is one of the oldest non-profit, public interest law centers to focus on representing individuals with diverse disabilities. DRLC’s mission is to champion the rights of people with disabilities through education, advocacy and litigation. DRLC accomplishes its work through several programs, including the Civil Rights Litigation Program, Education Advocacy Program, Cancer Legal Resource Center, the Inland Empire Program, and the Community Advocacy Program. DRLC, engages in, *inter alia*, class action, multi-plaintiff and other complex impact litigation on behalf of individuals with disabilities who face discrimination or other violations of civil rights or federal statutory protections. DRLC is generally acknowledged to be a leading public interest organization. Attorneys in the firm have lectured at local, state, and national legal and professional organizations on the law applicable to individuals with disabilities.

1           3.     DRLC has litigated complex civil rights and public interest cases for  
2 over 40 years with a focus on impact complex litigation affecting the disability  
3 community. Examples include: *Willits, et. al. v. City of Los Angeles*, Case No. CV  
4 10-05782 CBM (RZx) (a successfully settled class action challenging the City of  
5 Los Angeles' failure to maintain pedestrian right of ways, including sidewalks and  
6 curb ramps for people with mobility disabilities); *Ms. Wheelchair California v.*  
7 *Starline Tours*, No. CV11-02620JFW (CWx) (C.D. Cal.) (a successfully settled  
8 class action resulting in company-wide change in policy governing accessible tours  
9 and seating); *Peter Johnson et al. v. Los Angeles County Sheriff's Department et*  
10 *al.*, USDC Case No. CV 08-03515 DDP (SHx) (a successfully settled class action  
11 currently in the monitoring stage on behalf of individuals with mobility  
12 impairments to obtain program and physical access while detained in the Los  
13 Angeles County Jail); *Casey A., et al. v. Robles, et al.*, Case No. CV10-00192-  
14 (GHK) (FMx) (C.D. Cal.) (a successfully settled class action addressing Los  
15 Angeles County's failure to provide youth in the County's largest probation camp  
16 with basic and appropriate education and rehabilitative services); *Doe2 v. County*  
17 *of San Bernardino, et al.*, (CV ED 02-962 SGL) (a successfully settled class action  
18 addressing the County's failure to provide special education and mental health  
19 services to children with disabilities in their custody in juvenile detention);  
20 *Valenzuela v. County of Los Angeles*, Case No. CV 02-9092 (JWJx) (C.D. Cal.) (a  
21 successfully settled class action addressing failure to provide effective  
22 communication for people who are deaf and hard of hearing in field and jail  
23 settings by Los Angeles County Sheriff's Department); and *Lauderdale v. Long*  
24 *Beach Police Department*, Case No. CV 08-979 ABC (JWJx) (a successfully  
25 settled class action addressing police department's failure to provide effective  
26 communication for people who are deaf or hard of hearing.).

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1 4. As a non-profit law firm and a provider of legal services pursuant to  
2 grants and other funding, DRLC does not charge fees to its clients for any work  
3 undertaken on their behalf. DRLC primarily handles cases in which the client  
4 cannot afford to retain a law firm, where other lawyers will not handle the matter,  
5 and/or where the injunctive relief is the primary outcome of the litigation. Our  
6 legal services are provided free of charge to our clients, with attorneys' fees  
7 generally paid pursuant to fee shifting statutes.

8 **Case History and Settlement with County Defendants**

9 5. Plaintiff obtained excellent results through the settlement reached with  
10 Defendants County of Los Angeles, Los Angeles County Sheriff's Department,  
11 Sheriff Baca in his official capacity (collectively, "County Defendants").  
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13 6. As representatives of class, Plaintiffs engaged in thorough discovery  
14 to ensure that the parties and the Court had adequate information to assess the  
15 barriers to accessing special education in the jail and relief sought for the class—as  
16 well as the reasonableness of the Settlement Agreement. The discovery included:  
17 substantial written discovery, including interrogatories, requests for admissions,  
18 and requests for production of documents, which resulted in the combined  
19 production of approximately hundreds of documents. Further, Plaintiffs actively  
20 pursued discovery in this matter. Due to disagreements that arose during the  
21 discovery process, the parties met and conferred on many occasions and Plaintiffs  
22 also filed a discovery motion. In addition to extensive written discovery, Plaintiffs  
23 deposed four County of Los Angeles officials and the County of Los Angeles'  
24 expert witness. The County of Los Angeles deposed the Named Plaintiff as well as  
25 Plaintiff's expert witness.

26 7. In addition, the parties filed cross-motions for summary judgment.

27 8. In the summer of 2009, the Parties began settlement negotiations. The  
28 Parties participated in extensive arms-length settlement negotiations, which



1 included extensive written negotiations, multiple in-person meetings, telephonic  
2 settlement negotiations, and multiple in-person settlement conferences with Judge  
3 Terry J. Hatter Jr., who acted as a settlement officer in this case.

4           9.       Concurrently with the Lawsuit, Los Angeles Unified School District  
5 (“LAUSD”) commenced a civil action (“Related Case”) in the United States  
6 District Court for the Central District of California, Case No. 2:09-cv-09289-VBF-  
7 CT appealing the decision of the California Office of Administrative Hearings  
8 (“OAH”) which found that, pursuant to California Education Code section 56041,  
9 the LAUSD was the entity legally responsible for providing Plaintiff Michael  
10 Garcia with a free appropriate public education while he was incarcerated in the  
11 LACJ. The District Court in the Related Case subsequently entered orders  
12 affirming the OAH decision. On or about June 3, 2010, LAUSD appealed that  
13 order to the United States Court of Appeals for the Ninth Circuit.

14           10.       Plaintiffs’ settlement negotiations with the County Defendants where  
15 effectively stayed pending the outcome of LAUSD’s appeal in the Related Case in  
16 the Ninth Circuit. On or about January 20, 2012, the Ninth Circuit certified the  
17 question to California Supreme Court. On or about March 28, 2012, The  
18 California Supreme Court agreed to take the matter. On or about December 17,  
19 2013, the California Supreme Court issued a seminal decision, holding that the  
20 assignment of responsibility for providing special education to eligible county jail  
21 inmates between the ages of 18 and 22 years is governed by the terms of California  
22 Education Code Section 56041. The Ninth Circuit then issued a final decision on  
23 January 28, 2014, finding that the District Court’s ruling in the Related Case was  
24 consistent with the California Supreme Court’s answer to the certified question, the  
25 Ninth Circuit Court of Appeals affirmed the District Court’s decision affirming the  
26 2009 decision of the administrative law judge.  
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1           11. Subsequent to this decision, the Parties renewed their settlement  
2 negotiations. The Parties engaged in several in-person meetings, telephonic  
3 negotiations, and exchanged multiple written drafts of the Settlement Agreement.  
4 The Parties worked diligently to finalize the terms of the proposed Settlement  
5 Agreement. On or about February 9, 2017 the Parties entered into a written  
6 Settlement Agreement. Attached hereto as Exhibit A is a true and correct copy of  
7 the Settlement Agreement.

8           12. Plaintiff obtained excellent results through the settlement reached with  
9 Defendants County of Los Angeles, Los Angeles County Sheriff’s Department,  
10 Sheriff Baca in his official capacity (collectively, “County Defendants”).

11           13. Plaintiff described the terms of that settlement in more detail in his  
12 Motion for Preliminary Approval of Class Action Settlement Agreement. (*See* Dkt.  
13 No. 424-1 and 424-3). As part of the settlement agreement, the County Defendants  
14 have agreed to do the following: (a) administer a questionnaire to all newly booked  
15 18-22 year old individuals who are processed through the LACJ Inmate Reception  
16 Center aimed at identifying those inmates who would like to receive special  
17 education services, (b) notify the charter school that currently provides services at  
18 the LACJ of those individuals who affirmatively state they would like to receive  
19 special education services, (c) create and distribute an informational pamphlet  
20 regarding the availability of special education services and how to request them,  
21 (d) modify its Inmate Grievance/Service Request Form to include a box titled  
22 “Special Education/IEP,” (e) designate an employee or employees who will  
23 facilitate the provision of special education services, and (f) train relevant  
24 Sheriff’s Department staff regarding the provision of special education services to  
25 eligible students.  
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1 relevant community, considering the experience, skill, and reputation  
2 of the attorneys in question.” *Id.* at 2:18-20. Attached hereto as  
3 Exhibit C is a true and correct copy of that order.

- 4 • *Peter Johnson v. Los Angeles County Sheriff’s Department*, Case No.  
5 CV 08-03515 DDP (SHx), the United States District Court for the  
6 Central District of California granted Plaintiffs’ Motion for Attorneys’  
7 Fees and Costs in full. Attached as Exhibit D is a true and correct  
8 copy of that order. In particular, the motion that was granted sought  
9 time billed by DRLC attorneys at 2014 historical hourly rates of \$800  
10 for a 1982 graduate, \$700 for a 1992 graduate, \$500 for a 2005  
11 graduate and an hourly rate of \$230 for law clerks. See, Declaration of  
12 Richard Diaz in support of Plaintiffs’ Motion for Attorneys’ Fees,  
13 attached as Exhibit E (summary of hourly rates sought by Plaintiffs at  
14 para. 38 of Diaz Declaration) (exhibits to Declaration omitted due to  
15 length).
- 16 • *Willits et al v. City of Los Angeles et al*, Case No. CV 10-5782 CBM  
17 (RZx), the United States District Court for the Central District granted  
18 Plaintiffs’ Motion for Attorneys’ Fees and Costs and approved  
19 DRLC’s 2014 historical hourly rates. Attached as Exhibit F is a true  
20 and correct copy of that order. In particular, the motion that was  
21 granted sought time billed by DRLC attorneys at 2014 historical  
22 hourly rates of \$680 for a 1987 graduate, \$550 for a 2003 graduate,  
23 \$375 for a 2010 graduate, and an hourly rate of \$230 for law clerks.  
24 *Id.* at pg.6.
- 25 • *Greater Los Angeles Agency on Deafness, Inc. et al v. Krikorian*  
26 *Premiere Theaters, LLC*, Case No. CV 13-07172-PSG (ASx), the  
27 United States District Court for the Central District of California  
28 approved DRLC’s 2015 historical rates in a class action which had

1 systemic implications regarding access to movie theaters for  
2 individuals who are deaf or hard of hearing. Attached as Exhibit G is  
3 a true and correct copy of that order.

4 17. Experts in the field have also found DRLC's 2016 historical rates to  
5 be reasonable. For example, in a declaration in support of plaintiff's motion for  
6 reasonable attorney fees and costs, Mr. Barrett S. Litt opined as to the  
7 reasonableness of DRLC's rates in the matter of *Independent Living Center of*  
8 *Southern California et al v. City of Los Angeles, et al.*, Case No. CV 12-0551 FMO  
9 (PJW), a class action case currently pending in the United States District Court for  
10 the Central District of California. Attached as Exhibit H is a true and correct copy  
11 of that declaration (exhibits have been omitted due to length).

12 18. DRLC's current rates have also been found reasonable by Richard  
13 Pearl, an expert in the area of attorney fees charged in California and elsewhere. In  
14 a declaration in support of plaintiff's motion for reasonable attorney fees and costs,  
15 Mr. Pearl opined as to the reasonableness of DRLC's rates in the matter of *Ochoa*  
16 *et al v. City of Long Beach et al*, Case No. 2:14-cv-04307-DSF-FFM, a class action  
17 case currently pending in the United States District Court for the Central District of  
18 California. Attached as Exhibit I is a true and correct copy of that declaration.

19 19. DRLC's hourly rates for staff on this case are set forth in the chart  
20 below at paragraph 66. This chart lists the billing attorney, year of law school  
21 graduation, and pertinent hourly rate for all DRLC staff for whom fees are  
22 requested in this matter. Based on the information that I reviewed in working with  
23 the Director of Litigation to set our hourly rates, I believe our rates to be consistent  
24 with the current prevailing market rates charged by other attorneys with  
25 comparable skills, qualifications, experience, and reputation in the market covered  
26 by the Central District.

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**DRLC Attorneys and Their Roles**

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2           20. In addition to the hours expended by Milbank, Plaintiff is seeking  
3 compensation for eight DRLC attorneys who billed on this matter: (1) Paula  
4 Pearlman, former Executive Director; (2) Shawna L. Parks, former Legal Director  
5 of the DRLC; (3) Maronel Barajas, Director of Litigation; (4) Matthew Strugar,  
6 former Staff Attorney; (5) Umbreen Bhatti, former Staff Attorney; (6) Carly  
7 Munson, former Staff Attorney; (7) Andrea Oxman, former Staff Attorney; (8)  
8 Elliot Field, former Staff Attorney.

9           21. Paula Pearlman was the Executive Director at DRLC when she  
10 worked on this instant matter. As Executive Director, her duties included oversight  
11 of DRLC’s litigation efforts. She also taught a Disability Rights class at Loyola  
12 Law School in Los Angeles. I understand that, prior to joining DRLC, Ms.  
13 Pearlman was a former Supervising Attorney at the California Women’s Law  
14 Center, where she specialized in sex discrimination in employment and education.  
15 I understand that Ms. Pearlman graduated from the Southwestern University  
16 School of Law in 1982. I understand that she has served on the U. S. Access Board  
17 Courthouse Access Advisory Committee, as the board chair of the Employment  
18 Round Table of Southern California (ERTSC), as a board member of the Legal Aid  
19 Association of California, as co-chair of the Lawyer Representatives of the Central  
20 District, Ninth Circuit Judicial Conference, and as a member of the California State  
21 Bar Standing Committee on the Delivery of Legal Services.

22           22. I understand that Ms. Pearlman has received numerous awards  
23 including the 2010 St. Ignatius of Loyola Award, St. Thomas More Society, the  
24 2009 “FEHA 50th Anniversary Civil Rights Award,” from the California  
25 Department of Fair Employment and Housing, and she was a 2007 Legal Aid  
26 Association of California Attorney Award of Merit Recipient. She was named a  
27 “Super Lawyer” in 2009 in the area of public interest law and class actions, and  
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1 she was a 2007 finalist for “Attorney of the Year” for Trial Lawyers for Public  
2 Justice.

3 23. I understand that Ms. Pearlman’s experience with the plaintiffs and  
4 understanding of public entity work was important to filing this case. I understand  
5 that Ms. Pearlman participated in depositions, settlement conferences, and  
6 conferred within DRLC to discuss strategy and tasks.

7 24. A 2014 historical hourly rate of \$800 was previously approved for  
8 Ms. Pearlman in *Peter Johnson v. Los Angeles County Sheriff’s Department*, Case  
9 No. CV 08-03515 DDP (SHx); that order and related declaration are attached  
10 hereto as Exhibits D and E.

11 25. DRLC seeks compensation for Ms. Pearlman at an hourly rate of  
12 \$875, which is DRLC’s 2017 billing rate for an attorney of her experience.

13 26. Shawna L. Parks is a 1999 graduate of U.C. Berkeley School of  
14 Law, and a 1995 graduate of U.C. Berkeley. I understand that from 1999-2000  
15 Ms. Parks was a Fulbright Scholar in Budapest, Hungary, where she researched a  
16 recently enacted nondiscrimination statute, worked on developing test litigation,  
17 and co-organized a conference of Eastern European disability rights advocates.

18 27. From early 2012 through late 2013 Ms. Parks was a Director of  
19 Litigation at Disability Rights Advocates in Berkeley, California. From 2005  
20 through early 2012 Ms. Parks was at the Disability Rights Legal Center where she  
21 was Legal Director from 2009 through late 2011. Prior to her work at the DRLC  
22 Ms. Parks was a staff attorney and Equal Justice Works Fellow at Disability Rights  
23 Advocates from 2000 through 2003. From 2003 through 2004 she was an associate  
24 at what was then known as Schonbrun DeSimone Seplow Harris & Hoffman,  
25 where she worked primarily on race and gender discrimination employment cases.  
26 Ms. Parks has extensive expertise in the substantive areas of disability rights, civil  
27 rights and education, including special education. She has litigated numerous  
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1 cases, including both class actions and individual cases, in these fields. Ms. Parks  
2 is currently the principal attorney in the Law Office of Shawna L. Parks, which she  
3 founded in 2014.

4 28. I understand that in the instant matter Ms. Parks participated in many  
5 aspects of the litigation including discovery, research, settlement, motion work and  
6 engaged in strategy sessions.

7 29. A 2012 historical rate of \$665 was approved for Ms. Parks in *CALIF,*  
8 *et al., v. City of Los Angeles, et al.*, 2011 WL 4595993 (C.D. Cal. 2011), Case No.  
9 2:09-cv-00287- CBM-RZ. A true and correct copy of that fee order is attached  
10 hereto as Exhibit C. In that Order the Court describes Ms. Parks as “nationally  
11 recognized as a leading disability rights attorney.” Order at 4:8

12 30. DRLC seeks compensation for Ms. Parks at an hourly rate of \$745,  
13 which is DRLC’s 2017 billing rate for an attorney of her experience.

14 31. Maronel Barajas is the Litigation Director at the Disability Rights  
15 Legal Center. As the Director of Litigation, she oversees all aspects of DRLC’s  
16 litigation program, including supervising and litigating individual, multi-plaintiff,  
17 and class action cases. This includes coordinating, supervising and providing  
18 substantive expertise and support to attorney staff and legal assistants, as well as  
19 law clerks and volunteers in DRLC’s two offices. Further, her duties as the  
20 Director of Litigation also include negotiating co-counseling agreements, outreach,  
21 grant writing, retaining experts, and budgeting. She also lectures and provides  
22 training on disability rights issues in various forums and participates in legislative  
23 and regulatory comment on behalf of the organization.

24 32. Ms. Barajas is a 2003 graduate of Columbia Law School and 2000  
25 graduate of the University of California, Irvine. The majority of her practice has  
26 focused on civil rights matters, including matters on behalf of individuals with  
27 disabilities. Indeed, civil rights has been my primary focus for approximately  
28 twelve years. Approximately, nine of those years have been spent on cases

1 exclusively on behalf of individuals with disabilities. During this time, she  
2 litigated various cases in the area of disability rights, including individual, multi-  
3 plaintiff and class action cases. These cases have primarily been against public  
4 entities, and most often with the goal of system reform. Ms. Barajas has also  
5 supervised attorneys in numerous lawsuits affecting the rights of people with  
6 disabilities. As a result, she has developed extensive knowledge in the area of  
7 disability rights cases, cases requiring policy reform, and cases involving public  
8 entities.

9       33. After law school, from late 2004 through early 2005, Ms. Barajas  
10 worked as a legal representative for MACS Copy and Interpreting Inc., where her  
11 work focused primarily on worker's compensation matters. In early 2005, Ms.  
12 Barajas joined DRLC and held various positions until she left in late 2008. These  
13 positions included being an Education Advocate, Staff attorney, Associate Director  
14 and ultimately Director of the Education Advocacy Program. During 2005-2008,  
15 her work was exclusively on behalf of people with disabilities, with a focus on  
16 matters on behalf of students with disabilities. Ms. Barajas worked on cases at the  
17 administrative and federal court level. She also regularly lectured and trained on  
18 issues relating to individuals with disabilities, including participating in legislative  
19 and regulatory comment on behalf of the organization. By way of example, Ms.  
20 Barajas was an Adjunct Professor at Loyola Marymount University in Los Angeles  
21 where she taught an upper division Special Education and the Law course; guest  
22 lectured at Loyola Law School's Disability Rights and Special Education Law  
23 class; and wrote articles related to the rights of students with disabilities. In her  
24 capacity as Director of the Education Advocacy program, she also supervised  
25 attorney staff and managed DRLC's Education Advocacy Program's externship  
26 program. In 2007, during Ms. Barajas tenure as the Director, the Education  
27 Advocacy Program along with DRLC's litigation program was recognized as the  
28 Agency Winner at the National Association of Counsel for Children in Keystone,

1 Colorado for improving the educational opportunity for students with disabilities  
2 held in detention facilities and for improving the access to courts for individuals  
3 with disabilities.

4 34. In late 2008, Ms. Barajas left DRLC to become an associate with the  
5 former law firm of Traber & Voorhees, a prominent civil rights litigation firm in  
6 Pasadena, California. Traber & Voorhees recently dissolved after one its founding  
7 partners, Theresa M. Traber, was appointed to the bench. At Traber & Voorhees,  
8 her focused primarily on discrimination cases in the employment, education, and  
9 custodial context. Ms. Barajas handled matters at the state, federal and state  
10 appellate level. She remained an associate with Traber & Voorhees until early  
11 2011.

12 35. In early 2011, Ms. Barajas returned to work with DRLC as the sole  
13 Senior Staff Attorney in the litigation program. In addition to focusing on impact  
14 and complex litigation, she co-authored an article with Paula Pearlman, Esq. for  
15 the 2011-2012 Ability magazine issue, titled “a boy and his dog” regarding a case  
16 where she was lead counsel from DRLC. To my knowledge, it was the first case  
17 of its kind where a federal court judge held that a student with autism had the right  
18 to attend school with his service dog. Until approximately 2013, Ms. Barajas also  
19 served as an Adjunct Professor at Loyola Marymount University where she taught  
20 an upper division Special Education and the Law course. Ms. Barajas also  
21 oversaw DRLC’s externship program with Loyola Law School until that  
22 partnership ended. In 2015, she was promoted to Managing Attorney of the  
23 litigation department, and in late 2016, she was again promoted, this time to  
24 Director of Litigation, a position that she still holds.

25 36. I understand that Ms. Barajas participated in settlement and engaged  
26 in strategy sessions.

27 37. A 2012 historical hourly rate of \$550 for a 2003 law graduate was  
28 previously approved in *California in Communities Actively Living Independent and*

1 *Free, et al. v. City of Los Angeles et al.*, Case No. CV 09-0287 CBM (RZx) at  
2 6:11-14; that order and related declaration are attached hereto as Exhibit C.

3 38. DRLC seeks compensation for Ms. Barajas at an hourly rate of \$675,  
4 which is DRLC's 2017 billing rate for an attorney of her experience

5 39. Matthew Strugar is a 2004 graduate from the University of Southern  
6 California Gould School of Law. When he worked on this matter, he was a Staff  
7 Attorney with the litigation department. While at DRLC, Mr. Strugar focused on  
8 class action and impact litigation centered on matters in the correctional context. I  
9 understand that Mr. Strugar participated in working with plaintiff and class  
10 members.

11 40. DRLC seeks compensation for Mr. Strugar at an hourly rate of \$660,  
12 which is DRLC's 2017 billing rate for an attorney of his experience.

13 41. Umbreen Bhatti graduated from the University of Michigan Law  
14 School in 2005. I understand that prior to joining DRLC she was an associate at  
15 Latham & Watkins and later a staff attorney at the ACLU of Delaware, where she  
16 managed a caseload involving civil rights cases in state and federal court and  
17 before state commissions, litigating a wide variety of civil rights issues. While she  
18 worked on this matter she was a Staff Attorney with the litigation department.  
19 While at DRLC, Mr. Gibson focused on class action and impact litigation centered  
20 on physical and programmatic accessibility for individuals with disabilities. In the  
21 instant matter, I understand that Ms. Bhatti participated in settlement and engaged  
22 in strategy sessions.

23 42. A 2014 historical hourly rate of \$500 was previously approved for a  
24 2005 graduate in *Peter Johnson v. Los Angeles County Sheriff's Department*, Case  
25 No. CV 08-03515 DDP (SHx); that order and related declaration are attached  
26 hereto as Exhibits D and E.

27 43. DRLC seeks compensation for Ms. Bhatti at an hourly rate of \$640,  
28 which is DRLC's 2017 billing rate for an attorney of her experience.

1 44. Carly Munson is a 2006 graduate from Boston University School of  
2 Law. When she worked on this matter, she was a Staff Attorney. While at DRLC,  
3 Ms. Munson focused on impact litigation centered with a focus on matters in the  
4 educational context. I understand that Ms. Munson participated in drafting,  
5 reviewing, and revising documents related to the complaint, investigating the  
6 claims, working with the plaintiffs, motion work and settlement. Ms. Munson also  
7 participated in regular conference calls with co-counsel to discuss strategy and  
8 tasks and conferred within DRLC and with co-counsel.

9 45. DRLC seeks compensation for Ms. Munson at an hourly rate of \$625,  
10 which is DRLC's 2017 billing rate for an attorney of her experience.

11 46. Andrea Oxman is a 2007 graduate from the University of Southern  
12 California Gould School of Law. When she worked on this matter, she was a Staff  
13 Attorney with the litigation department. While at DRLC, Ms. Oxman focused on  
14 class action and impact litigation centered on physical and programmatic  
15 accessibility for individuals with disabilities. Ms. Oxman is currently an associate  
16 in private practice at Klinedinst PC. I understand that Ms. Oxman participated in  
17 drafting, reviewing, and revising documents related to the complaint, investigating  
18 the claims, working with the plaintiffs, discovery, motion work and settlement.

19 47. DRLC seeks compensation for Ms. Oxman at an hourly rate of \$600,  
20 which is DRLC's 2017 billing rate for an attorney of her experience.

21 48. Elliot Field is a 2009 graduate from Loyola Law School. When he  
22 worked on this matter, he was a Staff Attorney. While at DRLC, Mr. Field focused  
23 on impact litigation centered with a focus on matters in the educational context. I  
24 understand that Mr. Fields participated in depositions and worked with plaintiffs.

25 49. DRLC seeks compensation for Mr. Field at an hourly rate of \$525,  
26 which is DRLC's 2017 billing rate for an attorney of his experience.

27 50. DRLC law clerks also worked on this matter. DRLC seeks  
28 compensation for law clerks at an hourly rate of \$250. DRLC seeks a currently



1 hourly rate of \$250 for law clerks. DRLC relies on its law clerks primarily to do  
2 legal and factual research, and did so in this matter. DRLC's law clerks are law  
3 students from local law schools, including Loyola Law School.

4 51. In *California in Communities Actively Living Independent and Free,*  
5 *et al. v. City of Los Angeles et al.*, Case No. CV 09-0287 CBM (RZx) the United  
6 States District Court for the Central District of California found DRLC's 2012  
7 rates of \$230 for law clerks reasonable; that order and related declaration are  
8 attached hereto as Exhibit C.

9 52. DRLC also seeks compensation for work performed by Legal  
10 Assistants at a currently hourly rate of \$250.

11 53. In *California in Communities Actively Living Independent and Free,*  
12 *et al. v. City of Los Angeles et al.*, Case No. CV 09-0287 CBM (RZx) the United  
13 States District Court for the Central District of California found DRLC's 2012  
14 rates of \$230 for legal assistants reasonable; that order and related declaration are  
15 attached hereto as Exhibit C.

16 54. The manner in which DRLC staffed this case is fairly standard for a  
17 case of this size and importance.

18 55. DRLC made every effort to litigate this matter efficiently by  
19 coordinating our work, minimizing duplication, and assigning tasks in a time and  
20 cost efficient manner, based on the time keepers' experience levels and talents.

21 56. The attorneys at Milbank worked on this matter as co-counsel and as  
22 appropriate. It was essential for the DRLC to co-counsel with the attorneys from  
23 Milbank in this matter particularly given their expertise and experience with  
24 litigation. The specific work that they did on the case and their rates are discussed  
25 fully in the Declaration of Samir L. Vora in Support of Plaintiff's Motion for  
26 Award of Attorneys' Fees and Expenses that is filed herewith.

27 //

28 //

1 **Method of Recording Time**

2 57. DRLC's method of recording attorneys' fees consists of recording  
3 time spent on particular cases as contemporaneously as possible with the actual  
4 expenditure of the time, in tenth of an hour increments, and submitting those time  
5 records in the regular course of business. DRLC's law clerks and support staff do  
6 the same.

7 **Exercise of Billing Judgment and Determining the Lodestar**

8  
9 58. The \$200,000 in fees and costs for DRLC and Milbank attorneys  
10 combined represents only a portion of the actual hours expended by Plaintiffs'  
11 counsel in the nearly eight years this case has been litigated. In determining the  
12 reasonable attorneys' fees for work performed DRLC calculated its lodestar based  
13 on its current 2017 hourly rates as well as apportioning those fees for work  
14 attributable to County Defendants.

15 59. DRLC's total actual fees and costs through October 2011 is \$810,851.  
16 A true and correct copy of DRLC's billing statement is attached here to as Exhibit  
17 J.

18 60. In order to determine the amount of fees to apportion to County  
19 Defendants, I carefully reviewed DRLC's billing statement on an entry by entry  
20 basis in order to categorize time spent in the following categories: (a) time related  
21 to general furtherance of Plaintiff's claims in the case as a whole; and (b) time  
22 related specifically to County Defendants.

23 61. This resulted in 869.70 hours of time, for a total value of \$538,213.50  
24 for time spent in general furtherance of the litigation. And, 163.90 hours of time,  
25 for a total value of \$101,812.50 for time spent related specifically to County  
26 Defendants.

27 62. I then equally divided the time spent in general furtherance of the  
28 litigation among all Defendants in the litigation, for a total amount of

1 approximately 173.9 hours of time per defendant, for a total value of \$107,642.70.

2 63. I then added \$101,812.50 (total value for time spent related  
3 specifically to County Defendants) and \$107,642.70 (the corresponding fraction of  
4 time spent in general furtherance of the litigation among all Defendants). This  
5 billing discretion resulted in final lodestar of **\$209, 455.20** for approximately 338  
6 hours as applied to the County Defendants

7 64. In reaching the lodestar for determining DRLC's fees and costs, I  
8 carefully reviewed all of the DRLC attorneys' billing statements. In reviewing this  
9 time spent by DRLC attorneys and law clerks, I exercised billing judgment and in  
10 doing so wrote-off certain time, as appropriate.

11 65. Below is a table of the DRLC time-keepers on this matter, including  
12 hours and total fees attributed to its claims against the County Defendants at the  
13 time of settlement:

<b>Attorney Name</b>	<b>Graduation</b>	<b>Billing Rate</b>	<b>Total Hours</b>	<b>Total Fees</b>
Paula Pearlman	1982	\$875	29.10	\$25,462.50
Shawna Parks	1999	\$745	223.70	\$166,656.50
Maronel Barajas	2003	\$675	20.10	\$13,567.50
Matthew Strugar	2004	\$660	12.00	\$7,920.00
Umbreen Bhatti	2005	\$640	11.80	\$7,552.00
Carly Munson	2006	\$625	143.00	\$89,375.00
Andrea Oxman	2007	\$600	758.60	\$455,160.00
Elliot Field	2009	\$525	49.30	\$25,882.50
Law Clerks	N/A	\$250	75.90	\$18,975.00

1	Paralegals	N/A	\$250	1.20	\$300.00
2	DRLC Total Fees			1331.60	\$810,851.00
3	Subtotal of DRLC			869.70	\$538,213.50
4	Fees Spent in				
5	General				
6	Furtherance of				
7	Litigation				
8	Subtotal of DRLC			169.90	\$101,812.50
9	Fees Spent				
10	Specifically				
11	Related to County				
12	Defendants				
13	<b>DRLC Fees</b>				<b>Total: \$209,455.20</b>
14	<b>Apportionment to</b>				
15	<b>County</b>				
16	<b>Defendants</b>				
17					
18					

19           66. Since the time of settlement, DRLC has expended additional time  
20 negotiating and executing an amendment to the settlement agreement and in  
21 preparing the preliminary approval papers as well as the instant attorneys' fee  
22 motion.

23           67. I have personally reviewed all the entries and calculations in this  
24 declaration. Any calculation errors in the totals of hours, fees, or expenses are  
25 inadvertent and mine alone.

26           68. In addition to fees, DRLC incurred out-of-pocket costs, as  
27 apportioned to County Defendants, which it has not included in its request here. As  
28 with time records, costs are recorded in our system as contemporaneously as

1 possible to when they are incurred or when we are billed by a third party, and are  
2 submitted by DRLC staff in the regular course of business.

3 69. The fees claimed here are for the work necessary to investigate and  
4 develop Plaintiffs' claims, secure class certification, secure discovery needed for  
5 trial , prepare a motion for partial summary judgment, and to achieve a resolution  
6 that remedies violations of the civil rights of students in jail eligible to received  
7 special education services

8 70. In my opinion, the total \$200,000 in fees and costs for DRLC and  
9 Milbank attorneys combined is a reasonable figure for attorneys' fees and costs  
10 particularly given the amount of work invested in this matter. The amount sought  
11 by Plaintiff in this matter represents a fair and reasonable fees and costs award in  
12 this case.

13  
14 I declare under penalty of perjury of the laws of the United States of  
15 America and the State of California that the foregoing is true and correct, and that  
16 this declaration was executed on June 8, 2017 in Whittier, California.

17  
18  
19  
20 

21 ANNA RIVERA

# Exhibit A



Class Action Settlement Agreement

*Garcia v. Los Angeles County Sheriff's Department, et al.*  
U.S.D.C. Case No. CV 09-8943-DMG (SHx)

**I. RECITALS.**

**A.** On December 4, 2009, Plaintiff Michael Garcia (hereinafter “Named Plaintiff”) commenced a civil class action in the United States District Court for the Central District of California, Case No. CV09-8943-DMG (SHx) (the “Lawsuit”), against Defendants, as defined below, alleging, inter alia, that Defendants were violating the Individuals with Disabilities Education Act codified at 20 U.S.C. §§ 1400 *et seq.* (“IDEA”) and other related federal and state laws by allegedly failing to provide and/or ensure the provision of special education and related services to eligible students detained in the Los Angeles County Jail (“LACJ”).

**B.** The defendants named in the Lawsuit are the Los Angeles County Sheriff’s Department (“Sheriff’s Department”), the County of Los Angeles, and Sheriff Leroy Baca, in his official capacity (together, the “County Defendants”); the Los Angeles County Office of Education (“LACOE”) and Superintendent Darline P. Robles, in her official capacity (together, the “LACOE Defendants”); the Los Angeles Unified School District (“LAUSD”) and Superintendent Ramon Cortines, in his official capacity (together, the “LAUSD Defendants”); Hacienda La Puente Unified School District (“Hacienda La Puente”) and Superintendent Barbara Nakaoka (together, the “Hacienda Defendants”), in her official capacity; and the California Department of Education (“CDE”) and Superintendent Jack O’Connell, in his official capacity (together, the “CDE Defendants”).

**C.** On April 29, 2010, the District Court in the Lawsuit entered an Order granting Plaintiffs’ Motion for Class Certification for a class (the “Class”)

defined pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure for purposes of injunctive and declaratory relief as follows:

“All students who are or were eligible for special education and related services under 20 U.S.C. §§ 1400 *et seq.* while detained at any Los Angeles County Jail (“LACJ”) facility, and who:

(a) are currently detained at any LACJ facility;

(b) are detained at any LACJ facility in the future.”

**D.** This settlement is between the County Defendants (hereafter for purposes of this Agreement, “Defendants”) and Named Plaintiff and the Plaintiff Class (“collectively Plaintiffs”).

**E.** Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further deny that this action is appropriate for class treatment for any purpose other than settling this Lawsuit. Defendants have denied and continue to deny material factual and legal claims asserted against them in the Lawsuit. In the interest of avoiding further litigation, Defendants desire to settle fully and finally all actual or potential claims or differences with the Plaintiffs and to cause the dismissal of all of the causes of action against the Defendants with prejudice.

**F.** Nothing contained in this Agreement, nor the fact of this Agreement itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a class action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of

the factual allegations in the operative Complaint in the Lawsuit; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than for purposes of implementing this Agreement.

**G.** Based on their own independent investigations and evaluations, Defendants and Plaintiffs and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable and adequate and that this Settlement is in the best interests of the Class and Defendants in light of all known facts and circumstances and the risks inherent in litigation. Class Counsel believe that the settlement entered into is in the best interests of the Plaintiffs and that the settlement for Plaintiffs Members is fair, reasonable and adequate, given the inherent risk of litigation.

**H.** Plaintiffs and the Defendants now seek to resolve their disputes by settling this Lawsuit in such a manner as to ensure that Class members are timely provided with appropriate special education and related services in accordance with the IDEA and state law.

## **II. DEFINITIONS.**

As used in this Settlement Agreement and Release, the following terms shall have the meaning ascribed to them in this Section and in the Recitals. Except to the extent clearly required to the contrary by the context of its usage in this Agreement, any term not expressly defined in this Section or elsewhere in the Agreement that has an expressly defined meaning in the IDEA and the regulations promulgated there under shall have the meaning ascribed to it by the IDEA and its

implementing regulations. All other terms shall be interpreted according to their plain and ordinary meaning.

**A. Agreement.**

“Settlement Agreement” “Settlement,” and “Agreement” mean and refer to this document and any exhibits incorporated herein.

**B. Class.**

“Class” shall mean the class as defined in the district court’s April 29, 2010 order, ecf no. 135, as stated above and as understood in recital “c” above.

**C. Charter Schools.**

“Charter Schools” shall mean the 5-Keys Charter School, the New Opportunities Charter School, and the John Muir Charter School.

**D. Class Counsel.**

“Class Counsel” shall mean the Disability Rights Legal Center (“DRLC”) and Milbank Tweed Hadley & McCloy, LLP, including the lawyers and employees therein. For purposes of monitoring and enforcement of this Agreement, “Class Counsel” shall mean the DRLC, including the lawyers and employees therein.

**E. Class Members.**

“Class Members” shall mean individuals who meet the definition of the Class.

**F. Defendants.**

“Defendants” shall mean the County Defendants.

**G. District of Residence.**

“District of Residence” shall mean the school district responsible for providing Special Education and Related Services to the Eligible Student in the LACJ pursuant to California Education Code Section 56041.

**H. District of Service.**

“District of Service” shall mean the school district which has agreed to provide Special Education and Related Services to Eligible Students in the LACJ.

**I. Effective Date.**

“Effective Date” of the Agreement is the date on which the District Court issues an Order granting final approval of the Settlement Agreement. If objections are filed to the settlement, the Effective Date is the date of the final resolution of any appeal of the Final Approval of this Settlement Agreement, or, if no such appeal is filed, the expiration of the deadline for filing a Notice of Appeal.

**J. Eligible Inmate.**

“Eligible Inmate” shall mean an inmate eligible to receive special education and related services in Los Angeles County Jail under IDEA.

**K. LACJ.**

“LACJ” shall mean any Los Angeles County Jail facility in which an eligible student is housed, but does not include the Mira Loma Detention Center or any station jail.

**L. Named Plaintiff.**

“Named Plaintiff” shall mean Michael Garcia.

**M. Notice.**

“Notice,” refers to notice to the Class, which shall be effectuated as set forth in the plan for providing class notice, which will be submitted to the Court as part of the Motion for Preliminary Approval of this Settlement (which is discussed in greater detail below).

**N. Parties.**

“Parties” refers to the Defendants, Named Plaintiff, and Class Members together.

**O. Plaintiffs.**

“Plaintiffs” refers to the Named Plaintiff and Class Members together.

**P. Related Services.**

“Related Services” shall have the meaning ascribed to it by the Individuals with Disabilities Education Act, 20 U.S.C. §1401(26), 34 C.F.R. § 300.34 and California Education Code §§56363.

**Q. Settlement Period.**

The District Court shall maintain continued jurisdiction over this Agreement for a period of two (2) years from the Effective Date of the Agreement. This shall be the “Settlement Period.”

**R. Special Education.**

“Special Education” shall have the meaning ascribed to it by the Individuals with Disabilities Education Act, 20 U.S.C. §1401(29), 34 C.F.R. §300.39 and California Education Code §§56031.

**III. APPROVAL AND NOTICE TO CLASS.**

**A. Finally Approved Settlement Binding on Class Members.**

For the duration of the Settlement Period, this Agreement shall have preclusive effect on any Class Member bringing any class action claim (or any other claim) concerning any matters that were the subject of the Class Action Complaint in this action or that are encompassed within the terms of this Settlement Agreement.

This Agreement shall not foreclose any Class Member from filing a due process hearing complaint or State compliance complaint against responsible education agencies, alleging (1) that prospective services proposed by a local educational agency to be provided to the Class Member do not constitute a free appropriate public education (“FAPE”) under the IDEA and California law, or (2) a claim regarding compensatory education owed to a Class Member from a



local educational agency for services that the Class Member alleges should have been provided prior to this Agreement.

**B. Notice.**

**1. Approval.**

- a.** Following approval of the Settlement by the Los Angeles Board of Supervisors and execution of this Agreement, Plaintiffs will file a Motion for Preliminary Approval of this settlement, as required by the Class Action Fairness Act of 2005 [“CAFA”], which will request a hearing for final approval (“Fairness Hearing”) of this Agreement.
- b.** After Notice is provided to the Class as detailed below, the Court will hold a hearing to establish the fairness of the Agreement and to decide whether there will be Final Approval. The hearing will take place at a date to be set by the Court, allowing for a period of notice to the Plaintiff Class of 45 days and for the notices to State and Federal officials required by CAFA to be completed. Notice to the Plaintiff Class will be effectuated as detailed in the Notice Plan which will be submitted to the Court as an attachment to the Motion for Preliminary Approval.

**2. Notice to the Class.**

- a.** Notice to the Plaintiff Class will be effectuated as detailed in the Notice Plan which will be submitted to the Court as an attachment to the Motion for Preliminary Approval. The Notice Plan will require posting of the Class Notice (which will also be attached as an exhibit to

the Motion for Preliminary Approval) in the following places: (1) DRLC's website; (2) on the Sheriff's Department's website; and (3) at the following locations within the LACJ: (a) Inmate Reception Center, (b) all LACJ classrooms that are utilized for the provision of general education, not to exceed 70 notices, and (c) all LACJ attorney rooms. To the extent the Court determines that any modifications to the Class Notice or the Notice Plan are required, the Parties will make such modifications prior to the provision of notice.

#### **IV. EQUITABLE RELIEF.**

The Parties hereby agree that, conditioned upon entry of Final Approval by the District Court, Defendants shall do the following:

##### **A. Charter Schools.**

The Sheriff's Department has entered into Memorandums of Understanding with the Charter Schools, who are providing Special Education and Related Service to Eligible Students in LACJ as the District of Service. Defendants shall continue to work with the Charter Schools to ensure that Eligible Students receive Special Education and Related Services as described in this Agreement. If, at some future date, the Charter Schools cease to provide Special Education and Related Services, the Sheriff's Department shall inform the California Department of Education and continue to work with school districts who seek access to the LACJ to ensure that Eligible Students receive Special Education and Related Services.

##### **B. Inmate Reception Center Questionnaire.**

1. During the booking process, The Sheriff's Department shall continue to administer a questionnaire (the "Questionnaire") to

all newly booked 18-22 year old individuals who are processed through the LACJ Inmate Reception Center, the purpose of which is to assist with the identification of Eligible Inmates. Each inmate's responses to the Questionnaire shall be recorded in writing or otherwise documented in electronic format should the Sheriff's Department elect to utilize such means at its discretion.

2. The Questionnaire shall be composed of the following questions:
  - a. Would you like to receive educational services while you are in jail? [If "no", stop.]
  - b. If you have received special education services, would you like to receive special education services in jail? [If "no", stop. If inmate is unsure, proceed to question "c".
  - c. What was the last school district you attended?
3. The Sheriff's Department shall provide the names of all individuals who, during the booking process, answered question "a" of the Questionnaire in the affirmative and answered question "b" either in the affirmative or were unsure of their answer. Names shall be forwarded to the Charter Schools as they are received and typically on a daily basis.

**C. Provision of Special Education and Related Services in the Los Angeles County Jail.**

1. Within 15 days of the Effective Date of this Agreement, the Sheriff's Department shall designate an employee or employees who will be responsible for facilitating the provision of Special Education and Related Services in

the LACJ. This person shall be the liaison between the Charter Schools and the Sheriff's Department. Class Counsel shall be provided the name(s) and contact information of the designated person(s).

**2. Signage.**

**a. Inmate Reception Center.**

- i.** The Sheriff's Department shall display on all televisions in the Inmate Reception Center the following language informing Eligible Inmates of their right to receive Special Education and Related Services in the LACJ and how to request and receive such Special Education and Related Services: "You can get special education in LACJ if you are eligible. If you would like to request special education, you should submit an Inmate Grievance/ Service Request form and check the IEP / Special Education box."
- ii.** The Sheriff's Department already notifies newly booked inmates of the availability of special education to eligible persons. Notification is provided through an informational pamphlet which is, and will continue to be, distributed during inmate processing, normally just before inmates are transferred to permanent housing.



- i. If a third party (e.g., attorney, advocate, family member) contacts the Sheriff's Department and requests Special Education or Related Services on behalf of an individual, the Sheriff's Department shall inform the requesting party to contact the individual's last district of residence or the Sheriff's Department Special Education liaison identified in Section IV.C.1, .

**4. Facilitating Movement of Inmates.**

- a. Subject to LACJ safety and security policies and procedures, the Sheriff's Department shall ensure that Eligible Inmates are able to access and receive Special Education and Related Services while in the LACJ, including taking all reasonable steps to facilitate movement to space designated for such services as discussed below or to facilitate the movement of educators and service providers to the Eligible Inmates.
- b. Eligible Students shall not be housed in a particular LACJ facility simply because they wish to receive Special Education and Related Services while in the LACJ.
- c. Eligible Students shall not be categorically denied Special Education or Related Services in the LACJ on the basis of their security or other housing classifications; however, eligibility to receive



Special Education and Related Services is conditioned upon compliance with jail rules and regulations. Special Education or Related Services will be provided subject to LACJ safety and security policies and procedures.

**5. Designating Space for the Provision of Special Education and Related Services.**

- a. The Sheriff's Department shall ensure that space is available in each LACJ facility for the provision of Special Education and Related Services to Eligible Inmates.

**6. Security Consultations at IEP Meetings.**

The Sheriff's Department shall provide a telephonic security consultation following all IEP meetings convened for Eligible Inmates in the LACJ so that the Charter Schools, if necessary, may ensure that the appropriate IEPs developed for Eligible Inmates may be implemented within the safety and security regulations of the LACJ. The Sheriff's Department shall designate times when the necessary staff for a telephonic security consultation will be available, and shall convey that information to school districts scheduling IEP meetings.

**7. Facilitating Student Participation in Administrative Due Process Hearings.**

- a. Subject to LACJ safety and security policies and procedures (including disciplinary policies), Eligible Students shall be permitted to participate

in the entirety of any administrative due process hearing brought pursuant to the IDEA and the California Education Code §§ 56000 *et seq.* (“Due Process Hearings”) and occurring while the Student is in the LACJ. If the due process hearing takes place within an LACJ facility, Eligible Students shall be permitted to attend in person, subject to Section “b” below.

- b. Should an administrative due process hearing take place while an Eligible Student is unavailable for disciplinary reasons, the Sheriff’s Department shall contact OAH to permit the hearing to be rescheduled.
- c. The Sheriff’s Department shall permit the Office of Administrative Hearings, Special Education Division to conduct administrative Due Process Hearings in the LACJ.
  - i. When Due Process Hearings are held in the LACJ, Eligible Students shall be permitted to attend and participate in the entirety of the hearing, subject to their eligibility based on security and safety concerns and compliance with jail regulations.

**8. School Materials**

- a. Eligible Students are permitted to have school materials and books in their cells so long as those

materials comply with LACJ security policies and procedures

9. **Training for Sheriff's Department Personnel.**

- a. The Sheriff's Department in conjunction with Class Counsel shall develop training materials regarding the provision of Special Education and Related Services to Eligible Students in the LACJ ("Training") as they pertain to Defendants. The training shall include the agreements and obligations set forth in this Agreement.
- b. Within six months of the execution of the Agreement, the Sheriff's Department shall administer the Training to all relevant Sheriff's Department sworn personnel who work in the LACJ, as well as personnel who facilitate the implementation of education programming and services to Inmates in the LACJ.
  - i. Thereafter, all new Sheriff's Department sworn personnel and personnel responsible for the implementation of education programming and services to Eligible Students in the LACJ assigned to the LACJ shall complete the Training prior to commencing their assignment and/or position.

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**V. MONITORING.**

**A.** Defendants will provide semi-annual reports to Class Counsel for the purpose of monitoring compliance with this Agreement. The reports will include the following:

1. The names, and dates of birth, of all individuals who have been provided with Special Education and Related Services in the reporting period.
2. The numbers of IEP meetings held at the LACJ, if any.
3. The names of school districts that have sought access to the LACJ, if any.
4. The number of administrative due process hearings conducted at the LACJ, if any.

**B.** During the Settlement Period, Class Counsel may request additional reasonable, non-confidential information (e.g., information not protected by attorney work product protections, attorney-client communications, etc.) relating to the provision of Special Education and Related Services to Eligible Students in the LACJ. Defendants agree to provide responsive information within 30 days of a written request. If the Defendants assert that any request is unreasonable, Class Counsel agrees to meet and confer to hear any objections or proposals to narrow the scope of the request. The District Court before which the Lawsuit is currently pending shall retain continuing jurisdiction to determine whether requests are reasonable.

**C.** During the Settlement Period, Class Counsel may request interviews with personnel at the Sheriff's Department who are responsible for implementing and overseeing the components of this Agreement if necessary. Defendants will not unreasonably deny the requested interviews. If Defendants assert that any request is unreasonable, Class Counsel agrees to meet and confer to hear any

objections or proposals to narrow the scope of the request. The District Court before which the Lawsuit is currently pending shall retain jurisdiction to determine whether the requests are reasonable. Defendants' counsel may elect to be present during any interviews that take place pursuant to this Agreement and sufficient notice shall be required to facilitate this requirement.

**D.** Information obtained by Class Counsel regarding compliance with this Agreement will not be confidential and may be disclosed to the public unless such records constitute education records or disclose the identity of Class Members, in which case they will be covered by the protective order entered in this matter. Additionally, information that is protected by the attorney-client privilege or any other privilege or work product protections will not be disclosed.

If, during the Settlement Period, Class Counsel becomes aware that Defendants are not complying with the terms of this Agreement, and action is needed by Class Counsel to compel compliance, Defendants agree to pay any reasonable attorney's fees associated with any necessary action, which shall not be more than \$10,000 over the course of the Settlement Period.

## **VI. ATTORNEYS' FEES AND COSTS.**

Defendants agree to pay Class Counsel a total of \$200,000 in attorneys' fees and costs in this matter. Defendants shall also pay the complete cost for the day of private mediation in this matter. Payment will be made no later than thirty (30) days after the Effective Date.

## **VII. MODIFICATION.**

The Agreement may not be modified unless all Parties agree to the modification in writing, and upon a showing of good cause, the Court approves the modification.

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### VIII. RELEASES.

A. In return for the consideration provided for in this Agreement, the adequacy of which is hereby acknowledged, on the Effective Date of the Agreement, all Class Members, both individually and as a Class, and including the Named Plaintiff, shall be deemed to release and shall have released the Defendants and their trustees, officers, directors, employees, attorneys, agents, and insurers, and their successors and assignees, and each of them (“Released Parties”) from any and all equitable or injunctive relief claims that are the subject of, included within, and/or arise from the Lawsuit, including the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.*, the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, the Due Process Clause of the Fourteenth Amendment of the United States Constitution, Section 11135 of the California Government Code, the California Constitution, and California Education Code §§ 56000 *et seq.* that were brought against Released Parties. This Release shall apply to all class-wide claims for declaratory and/or injunctive relief for the duration of the Settlement Period. Plaintiff and the Class expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and any similar law, and do so acknowledge the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”



**IX. ORDERS AND DISMISSAL.**

**A. Duration of the Agreement.**

This Agreement, including all of its obligations will be in effect for two (2) years, and no longer.

**B. Dismissal.**

Within thirty days of the Effective Date of this Agreement, the Court shall enter judgment dismissing the action with prejudice. The dismissal will expressly incorporate the terms of the Agreement, and the Court will expressly retain jurisdiction for purpose of enforcing the Agreement as stated above.

**X. MISCELLANEOUS.**

**A. Entire Agreement.**

This Agreement expresses and constitutes the complete and final understanding of the Parties with respect to the subject matter of this Agreement. The parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements, whether orally or in writing, between them related to the subject matter hereof.

**B. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one and the same instrument.

**C. Interpretation.**

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms “and” and “or” shall mean “and/or.”

This Agreement is the product of negotiation and joint drafting so that any ambiguity shall not be construed against any party.

**D. Severability.**

In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect. Nothing in this Agreement shall be construed to require the Defendants to act contrary to state or federal laws, regulations or guidelines.

**E. Additional Documents.**

To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

**F. Plaintiffs Have Consulted With Counsel.**

Plaintiffs represent and warrant that they have consulted with and have had the advice of counsel and that they have entered into this Settlement Agreement voluntarily, after independent investigation, and without fraud, duress or undue influence.

**G. Future Developments.**

If any Court issues binding precedent regarding the issues covered by this Agreement, the parties shall meet and confer to address any changes that need to be made in the content of this Agreement to comport with any subsequent decision. Nothing in this Agreement shall prevent the Sheriff from changing, modifying and/or updating the policies reflected in this Agreement based on legal developments, security needs and/or administrative needs. Plaintiffs are entitled to challenge any such changes, modifications and/or updates if they contend that they are inconsistent with the terms and spirit of this Agreement.

**H. Authority to Bind.**

Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

Dated: 8-24, 2016

Michael Garcia  
Plaintiff MICHAEL GARCIA on  
behalf of himself and the Class

Dated: 2/9/17, 2016

[Signature]  
COUNTY OF LOS ANGELES, LOS  
ANGELES COUNTY SHERIFF'S  
DEPARTMENT, and SHERIFF BACA,  
in his official capacity

**APPROVED AS TO FORM:**  
**For Plaintiff Michael Garcia and the Class:**

DISABILITY RIGHTS LEGAL CENTER  
MILBANK TWEED HADLEY &  
MCCLOY LLP

Dated: 8/24, 2016

[Signature]  
ANNA RIVERA

**For County Defendants:**

**H. Authority to Bind.**

Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

Dated: 8-24, 2016

Michael Garcia  
Plaintiff MICHAEL GARCIA on  
behalf of himself and the Class

Dated: \_\_\_\_\_, 201~~6~~7

\_\_\_\_\_  
COUNTY OF LOS ANGELES, LOS  
ANGELES COUNTY SHERIFF'S  
DEPARTMENT, and SHERIFF BACA,  
in his official capacity

**APPROVED AS TO FORM:**

**For Plaintiff Michael Garcia and the Class:**

DISABILITY RIGHTS LEGAL CENTER  
MILBANK TWEED HADLEY &  
MCCLOY LLP

Dated: 8/24, 2016

AR  
ANNA RIVERA

**For County Defendants:**

LAWRENCE BEACH ALLEN & CHOI  
PC

Dated: 2-9-17, ~~2018~~

  
\_\_\_\_\_  
JUSTIN W. CLARK

# **Exhibit B**



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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICHAEL GARCIA, individually, and  
on behalf of all others similarly situated,

Plaintiffs,

vs.

LOS ANGELES COUNTY SHERIFF’S  
DEPARTMENT, a public entity, et al.,

Defendants.

) CASE NO. CV 09-8943 MMM (SHx)

) ORDER GRANTING PLAINTIFFS’  
) MOTION FOR FINAL APPROVAL OF  
) CLASS ACTION SETTLEMENT AND  
) MOTION FOR ATTORNEYS FEES

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On December 4, 2009, Michael Garcia filed this action on his own behalf and on behalf of other similarly situated individuals against the County of Los Angeles (“County”), the Los Angeles County Sheriff’s Department (“LASD”), then Los Angeles County Sheriff Leroy Baca, the Los Angeles County Office of Education (“LACOE”), Darlene P. Robles, the Los Angeles Unified School District (“LAUSD”), Ramon C. Cortines, the Hacienda La Puente Unified School District, Barbara Nakaoka, the California Department of Education (“CDE”), and Jack O’Connell.<sup>1</sup> On December 12, 2009, the case was transferred from the calendar of Judge

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<sup>1</sup>Complaint, Docket No. 1 (Dec. 4, 2009).

1 Christina A. Snyder to that of Judge Valerie Baker Fairbank because it was related to an earlier  
2 action.<sup>2</sup> Defendants filed separate motions to dismiss the complaint on January 11, 2010.<sup>3</sup> Three  
3 days later, CDE filed a motion to stay the case.<sup>4</sup> On February 8, 2010, Judge Fairbank denied  
4 the motions to dismiss and to stay.<sup>5</sup>

5 On February 22, 2010, Garcia filed a motion for class certification,<sup>6</sup> which Judge Fairbank  
6 granted on April 29, 2010.<sup>7</sup> On July 27, 2010, the Ninth Circuit denied the petition of defendants  
7 CDE and O'Connell seeking leave to file an interlocutory appeal of the class certification order.<sup>8</sup>  
8 Defendants filed motions for summary judgment and decertification of the class on November 22,  
9 2010.<sup>9</sup> Judge Fairbank denied the motion for decertification and granted in part and denied in part

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11 <sup>2</sup>Order Re: Transfer Pursuant to General Order 08-05, Docket No. 27 (Dec. 16, 2009).

12 <sup>3</sup>See Notice of Motion and Motion to Dismiss Complaint filed by Defendant the California  
13 Department of Education, Docket No. 40 (Jan. 11, 2010); Notice of Motion and Motion to  
14 Dismiss Plaintiffs' Complaint filed by Defendants Leroy Baca, the County of Los Angeles, Los  
15 Angeles County Sheriff's Department, Docket No. 42 (Jan. 11, 2010); Notice of Motion and  
16 Motion to Dismiss Case, Docket No. 44 (Jan. 11, 2010).

17 <sup>4</sup>Notice of Motion and Motion to Stay Case, Docket No. 49 (Jan. 14, 2010).

18 <sup>5</sup>Minutes In Chambers Order, Docket No. 78 (Feb. 8, 2010).

19 <sup>6</sup>Notice of Motion and Motion to Certify Class, Docket No. 80 (Feb. 22, 2010).

20 <sup>7</sup>Minutes (In Chambers) Order Re: Motion for Class Certification ("Class Certification  
21 Order"), Docket No. 135 (Apr. 29, 2010).

22 <sup>8</sup>Order From Ninth Circuit Court of Appeals, Docket No. 168 (July 27, 2010).

23 <sup>9</sup>Notice of Motion and Motion for Summary Judgment as to Plaintiff Garcia's Class Action  
24 Complaint, Docket No. 188 (Nov. 22, 2010); Notice of Motion and Motion for Order for  
25 Decertification of the Class, Docket No. 189 (Nov. 22, 2010); Notice of Motion and Motion for  
26 Summary Judgment as to All Claims, Docket No. 194 (Nov. 22, 2010); Notice of Motion and  
27 Motion for Summary Judgment as to Plaintiffs' Complaint, Docket No. 195 (Nov. 22, 2010);  
28 Notice of Motion and Motion for Summary Judgment, Docket No. 200 (Nov. 22, 2010); Notice  
of Motion and Motion for Summary Judgment, Docket No. 205 (Nov. 22, 2010); Notice of  
Motion and Motion for Summary Judgment, or, in the Alternative, Partial Summary Judgment,  
Docket No. 206 (Nov. 22, 2010); Notice of Motion and Motion for Summary Judgment as to  
Liability, Docket No. 208 (Nov. 22, 2010); see also Notice of Motion and Motion for Joinder in

1 defendants' motions for summary judgment on January 19, 2011.<sup>10</sup> Judge Fairbank also granted  
2 Garcia's motion for summary judgment on LAUSD's and the Los Angeles County Office of  
3 Education's liability under the IDEA, but denied his motion for summary judgment on the  
4 remainder of his claims.<sup>11</sup>

5 On October 12, 2011, the case was transferred to this court's calendar.<sup>12</sup> On October 29,  
6 2012, the parties filed a joint stipulation to stay the action pending the California Supreme Court's  
7 decision of a certified question of California law: "Does California Education Code § 56041 –  
8 which provides generally that for qualifying children ages eighteen to twenty-two, the school  
9 district where the child's parent resides is responsible for providing special education services –  
10 apply to children who are incarcerated in county jails?"<sup>13</sup> Concluding that the certified question  
11 was a controlling issue of law that would affect the outcome of the case, the court entered an order  
12 on the stipulation and stayed the action.<sup>14</sup> On December 12, 2013, the California Supreme Court  
13 held that Education Code § 56041 applies to minors incarcerated in county jails.<sup>15</sup> Thereafter, on  
14 January 28, 2014, the Ninth Circuit issued a per curiam opinion adopting the California Supreme  
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18 Motion for Order for Decertification of Class, Docket No. 190 (Nov. 22, 2010); Joinder in  
19 Motion for Order for Decertification of Class, Docket No. 193 (Nov. 22, 2010); Joinder in  
20 Motion for Decertification of Class, Docket No. 199 (Nov. 22, 2010).

21 <sup>10</sup>Minutes: Proceedings: Hearing on Motion to Decertify and Motions for Summary  
22 Judgment; Ruling on Submitted Matters ("MSJ Order"), Docket No. 306 (Jan. 19, 2011).

23 <sup>11</sup>*Id.*

24 <sup>12</sup>Notice of Reassignment of Case Due to Unavailability of Judicial Officer, Docket No.  
25 345 (Oct. 12, 2011).

26 <sup>13</sup>Stipulation for Order Re: Stipulation Regarding Case Management Schedule, Docket No.  
27 355 (Oct. 29, 2012).

28 <sup>14</sup>Order Re: Stipulation Regarding Case Management Schedule, Docket No. 357 (Nov. 27,  
2012).

<sup>15</sup>Seventh Joint Status Report, Docket No. 368 (Jan. 14, 2014).

1 Court's decision; the mandate issued on February 20, 2014.<sup>16</sup> After litigation in the Ninth Circuit  
2 concerning attorneys' fees, the court lifted the stay on August 8, 2014.<sup>17</sup>

3 On February 27, 2015, Garcia filed a motion for preliminary approval of a class action  
4 settlement with Los Angeles County Office of Education and Robles, in her official capacity as  
5 Superintendent (collectively, "LACOE defendants").<sup>18</sup> On April 13, 2015, the CDE filed  
6 objections to preliminary approval of the settlement,<sup>19</sup> which the court overruled on May 15, 2015.  
7 The same day, it issued an order (1) preliminarily approving the settlement, (2) approving the  
8 class notice and proposed method for distribution of notice, and (3) setting a briefing schedule and  
9 hearing on a motion for final approval.<sup>20</sup>

10 On June 15, 2015, plaintiffs filed a motion for attorneys' fees and costs,<sup>21</sup> and on August  
11 10, 2015, they filed a motion for final approval of the LACOE settlement.<sup>22</sup>

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15 <sup>16</sup>Ninth Joint Status Report, Docket No. 370 (June 17, 2014).

16 <sup>17</sup>In Chambers Order Reopening Case and Directing Parties to File Status Report, Docket  
17 No. 372 (Aug. 8, 2014).

18 <sup>18</sup>Notice of Motion and Motion for Preliminary Approval of LACOE Settlement, Docket  
19 No. 377 (Feb. 27, 2015).

20 <sup>19</sup>Opposition to Motion for Preliminary Approval of LACOE Settlement, Docket No. 378  
21 (Apr. 13, 2015).

22 <sup>20</sup>Order Overruling Defendant California Department of Education's Objections to  
23 Preliminary Approval of Class Action Settlement, Docket No. 381 (May 15, 2015); Order  
24 Granting Plaintiff's Unopposed Motion for: (1) Preliminary Approval of Class Action Settlement  
25 Agreement, (2) Approval of Class Notice and Method for Distribution of Notice; and (3) Setting  
26 of Schedule for Hearing on Final Approval ("Preliminary Approval Order"), Docket No. 382  
27 (May 15, 2015).

28 <sup>21</sup>Notice of Motion and Motion for Attorneys Fees ("Attorneys Fees Motion"), Docket No.  
383 (June 15, 2015).

<sup>22</sup>Notice of Motion and Motion for Settlement Approval of Final Approval of LACOE  
Settlement ("Settlement Approval Motion"), Docket No. 385 (Aug. 10, 2015).

1 **I. FACTUAL BACKGROUND**

2 **A. Facts Alleged in the Complaint**

3 At the time the complaint in this action was filed, plaintiff Michael Garcia was nineteen  
4 years old, detained in Los Angeles County Jail (“LACJ”) facilities, and eligible to receive special  
5 education and related services.<sup>23</sup> Garcia had received no schooling since being incarcerated in  
6 LACJ facilities and had not graduated from high school.<sup>24</sup> He filed the suit on his own behalf and  
7 on behalf of a class similarly situated students who are or will be detained at any LACJ facility.<sup>25</sup>

8 Garcia alleges that defendants do not offer special education and related services to eligible  
9 students in any LACJ facility, in violation of the Individuals with Disabilities Education Act  
10 (“IDEA”), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (“ADA”),  
11 the United States Constitution, and the California Constitution.<sup>26</sup> He asserts that he requested  
12 special education services, but they were not provided during his detention in LACJ facilities.<sup>27</sup>  
13 He contends that defendants’ failure to provide such services is pervasive, and that eligible  
14 students are therefore denied meaningful access to the high school education program offered at  
15 LACJ.<sup>28</sup> Defendants not only purportedly fail to identify individuals eligible for special education  
16 services, but also do not request, obtain, or transfer Individualized Education Programs (“IEPs”)  
17 for those students who are identified from the programs who were educating them prior to their  
18 incarceration.<sup>29</sup> Garcia asserts that defendants have a duty to ensure they provide special  
19 education and related services and make reasonable accommodations in their general education

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21 <sup>23</sup>Complaint, ¶ 14.

22 <sup>24</sup>*Id.*, ¶ 16.

23 <sup>25</sup>*Id.*, ¶ 20; Class Certification Order at 2.

24 <sup>26</sup>Complaint, ¶ 63.

25 <sup>27</sup>*Id.*, ¶ 1.

26 <sup>28</sup>*Id.*, ¶¶ 1-2.

27 <sup>29</sup>*Id.*, ¶¶ 74, 77.

1 programs for persons in need of such services in accordance with state and federal laws and  
2 regulations.<sup>30</sup> His complaint sought an order requiring that “[d]efendants . . . adopt a system to  
3 provide a [free and appropriate public education] consistent with the requirements of the IDEA  
4 and California Education Code” and “adopt a mechanism to, upon a class member’s admission  
5 to an LACJ facility, timely determine his or her eligibility to receive special education services.”<sup>31</sup>

6 Garcia sued O’Connell in his official capacity as California’s State Superintendent of Public  
7 Instruction.<sup>32</sup> As State Superintendent, O’Connell is purportedly responsible for “ensuring [the]  
8 provision of, and supervising, education and related services to individuals with exceptional  
9 needs” as required by the IDEA. He thus allegedly has a duty to ensure that all eligible students,  
10 including those incarcerated in facilities like LACJ, are afforded the opportunity to receive  
11 services under the IDEA.<sup>33</sup> O’Connell has purportedly failed to fulfill his duty in this regard.<sup>34</sup>

12 The CDE is the state agency responsible for ensuring that all education agencies in the state  
13 provide special education services as required by state and federal law.<sup>35</sup> Garcia alleges that CDE  
14 is responsible for ensuring that state agencies that receive federal IDEA funds comply with state  
15 and federal law, and provide a free and appropriate public education (“FAPE”) to all eligible  
16 youth, including those incarcerated in LACJ facilities.<sup>36</sup>

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21 <sup>30</sup>*Id.*, ¶105.

22 <sup>31</sup>*Id.*, at 46.

23 <sup>32</sup>*Id.*, ¶ 21.

24 <sup>33</sup>*Id.*, ¶ 24.

25 <sup>34</sup>*Id.*, ¶ 112.

26 <sup>35</sup>*Id.*, ¶ 26.

27 <sup>36</sup>*Id.*, ¶ 26.



1 The County is the entity charged with providing education services to detainees in LACJ  
2 facilities.<sup>37</sup> It has contracted with the Hacienda La Puente Unified School District (“Hacienda”)  
3 to provide inmate education programs in the LACJ facilities.<sup>38</sup>

4 Garcia sued Leroy Baca in his official capacity as Sheriff of Los Angeles County.<sup>39</sup> He  
5 asserts that under California law, when officials do not make an inmate education program  
6 available, the Sheriff is required to develop and implement such a program himself.<sup>40</sup> Baca  
7 allegedly did not do so.

8 Garcia sued Ramon C. Cortines in his official capacity as the then Superintendent of  
9 LAUSD.<sup>41</sup> Under a November 16, 2009 ruling by the California Office of Administrative  
10 Hearings, which was affirmed by the California Supreme Court on December 12, 2013, LAUSD  
11 is responsible for providing special education and related services to Garcia and those inmates for  
12 whom it is the “last district of residence . . . prior to the pupil’s attaining the age of majority,”  
13 as well as for eligible students whose parents currently reside within its boundaries.<sup>42</sup> Garcia  
14 alleges that Cortines has failed to ensure that class members have meaningful access to LAUSD’s  
15 district-wide general education program and that they are afforded special education and related  
16 services.<sup>43</sup>

17 Garcia sued Darline P. Robles in her official capacity as LACOE’s Superintendent.<sup>44</sup>  
18 LACOE is allegedly responsible for providing special education programs administered in  
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20 <sup>37</sup>*Id.*, ¶ 30.

21 <sup>38</sup>*Id.*, ¶ 30.

22 <sup>39</sup>*Id.*, ¶ 32.

23 <sup>40</sup>*Id.*, ¶ 34.

24 <sup>41</sup>*Id.*, ¶ 38.

25 <sup>42</sup>*Id.*, ¶ 40; Settlement Approval Motion at 4.

26 <sup>43</sup>Complaint, ¶ 109.

27 <sup>44</sup>*Id.*, ¶ 52.

1 compliance with federal and state laws and regulations to all school-eligible persons with  
2 disabilities who reside in the County.<sup>45</sup> Because LACOE administers the education programs at  
3 each of the juvenile halls within the County, it is purportedly responsible for the transfer of  
4 special-education-eligible students from the juvenile hall facilities to the adult correctional facilities  
5 of the LACJ.<sup>46</sup> LACOE also allegedly has an independent duty to ensure that all individuals who  
6 qualify for special education services have access to appropriate special education programs and  
7 related services.<sup>47</sup> Garcia alleges that the LACOE defendants have failed to fulfill these duties.<sup>48</sup>

8 **B. The Provisionally Certified Class**

9 On April 29, 2010, Judge Fairbank certified a class of “all students who are or were  
10 eligible for special education and related services under 20 U.S.C. § 1400 *et seq.* while detained  
11 in any Los Angeles County Jail (“LACJ”) facility, and who: (a) are currently detained at any  
12 LACJ facility; [or] (b) are detained at any LACJ facility in the future.”<sup>49</sup>

13 **C. The Settlement Agreement**

14 **1. Settlement Negotiations**

15 On April 9, 2010, June 7, 2010, and April 6, 2011, Judge Terry J. Hatter, Jr. conducted  
16 settlement conferences with the parties, but they were unable successfully to resolve the case.<sup>50</sup>

17 Garcia and the LACOE defendants continued to negotiate and ultimately reached agreement on  
18 August 14, 2012.<sup>51</sup> They amended the settlement agreement on February 26, 2015, after the  
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20 <sup>45</sup>*Id.*, ¶ 53.

21 <sup>46</sup>*Id.*, ¶ 56.

22 <sup>47</sup>*Id.*, ¶ 57.

23 <sup>48</sup>*Id.*, ¶ 111.

24 <sup>49</sup>Class Certification Order at 2.

25 <sup>50</sup>Declaration of Delilah Vinzon in Support of Preliminary Approval of LACOE Settlement  
26 (“Vinzon Preliminary Approval Decl.”), Docket No. 377-3 (Feb. 27, 2015), ¶ 6.

27 <sup>51</sup>*Id.*

1 California Supreme Court issued its decision concerning the applicability of Education Code  
2 § 56041.<sup>52</sup>

3 **2. The Terms of the Settlement Agreement**

4 The settlement agreement provides LACOE will take several steps to assist in the  
5 identification of students eligible for special education services and will give notice to school  
6 districts responsible for providing such services to the students. First, LACOE will implement  
7 a plan to notify students transferred from juvenile halls or camps to the LACJ of their right to  
8 receive special education services, and to alert the districts responsible for serving those students  
9 that they have been transferred.<sup>53</sup> Specifically, when an eligible student reaches eighteen years of  
10 age and LACOE learns that he or she will be transferred to the LACJ, LACOE will advise the  
11 student of his or her right to receive special education services, give the student the name of his  
12 or her last district of residence, and provide the student with a copy of his or her most recent  
13 IEP.<sup>54</sup> LACOE will also send copies of the student’s education records to his or her last district  
14 of residence and inform that district of its obligation to provide special education services.<sup>55</sup>  
15 Finally, an LACOE representative will participate telephonically in the eligible student’s first IEP  
16 at the LACJ.<sup>56</sup>

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21 <sup>52</sup>Memorandum of Points and Authorities in Support of Plaintiff’s Motion for Preliminary  
22 Approval of Settlement Agreement, Docket No. 377.1 (Feb. 27, 2015) at 4.

23 <sup>53</sup>Vinzon Preliminary Approval Decl., Exh. B (Amendment to Class Settlement Between  
24 Plaintiffs and Defendants Los Angeles County Offices of Education and Superintendent Arturo  
25 Delgado, (“Amendment to Settlement Agreement”)), Docket No. 377-5 (Feb. 27, 2015), § 3.B.

26 <sup>54</sup>*Id.*, § 3.B.1.

27 <sup>55</sup>*Id.*, § 3.B.2.

28 <sup>56</sup>*Id.*, § 3.B.3.

1 Second, LACOE will work with class counsel to develop, within thirty days of final  
2 approval of the settlement, a modified notice of procedural safeguards that will inform students  
3 of their right to receive special education services while incarcerated at the LACJ; it will also  
4 advise all school districts in Los Angeles County that it has developed a model notice of  
5 procedural safeguards and invite them to use it.<sup>57</sup>

6 Third, LACOE has already fulfilled its obligation to adopt a countywide plan for review  
7 of the plans of all Los Angeles County Special Education Local Plan Areas (“SELPA”) that will  
8 include confirming that each SELPA’s plan ensures that special education and related services will  
9 be provided to eligible individuals incarcerated at the LACJ, and denying approval of any plan that  
10 does not so provide.<sup>58</sup> To the extent a SELPA fails to comply following notice, LACOE will file  
11 a compliance complaint with the CDE.<sup>59</sup>

12 Fourth, LACOE will add a training module concerning the provision of special education  
13 and related services to students in the LACJ to its SELPA director and educational personnel  
14 training curriculum.<sup>60</sup> It will also meet with the Los Angeles County Public Defenders’ Office to  
15 discuss LACOE’s obligations under the agreement and explain the special education and related  
16 services that will be provided to students in the LACJ.<sup>61</sup>

17 In exchange for these actions by LACOE, settlement class members will release all claims  
18 for equitable relief that “are the subject of, included with, and/or arise from the Lawsuit.”<sup>62</sup> The  
19 release encompasses all class claims seeking declaratory and/or injunctive relief under the IDEA,  
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21 <sup>57</sup>Vinzon Preliminary Approval Decl., Exh. A (Class Settlement Agreement Between  
22 Plaintiffs and Defendants Los Angeles County Offices of Education and Superintendent Darline  
23 P. Robles, (“Settlement Agreement”)), Docket No. 377-4 (Feb. 27, 2015), § IV.C.1.

24 <sup>58</sup>*Id.*

25 <sup>59</sup>*Id.*

26 <sup>60</sup>*Id.*, § IV.E.

27 <sup>61</sup>*Id.*, § IV.F.

28 <sup>62</sup>*Id.*, § IX.A.

1 the equal protection and due process clauses of the U.S. Constitution, California Government  
2 Code § 11135, the California Constitution, and California Education Code §§ 56000 *et seq.* for  
3 three years after the court issues an order granting final approval of the settlement (“the Settlement  
4 Period”).<sup>63</sup> Class members do not release damages claims, claims for compensatory education,  
5 or claims concerning the prospective provision of special education services.<sup>64</sup>

6 The settlement agreement establishes a mechanism for monitoring compliance with its  
7 terms. LACOE has agreed to provide periodic reports to class counsel for this purpose.<sup>65</sup> The  
8 parties have also agreed to meet on a regular basis to discuss implementation of the settlement and  
9 resolve any problems.<sup>66</sup> They request that the court retain jurisdiction for three years to oversee  
10 any compliance problems that arise.<sup>67</sup>

11 The agreement also contains an attorneys’ fees provision pursuant to which LACOE agrees  
12 to pay class counsel \$256,000 in attorneys’ fees and costs, as well as reasonable attorneys’ fees  
13 and costs for time spent monitoring compliance during the Settlement Period.<sup>68</sup> These are capped  
14 at \$10,000 for the first year of the Settlement Period, and \$5,000 for each of the two succeeding  
15 years.<sup>69</sup> Consistent with this provision, Garcia has filed a motion seeking attorneys’ fees and costs  
16 of \$256,000.<sup>70</sup>

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20 <sup>63</sup>*Id.*, §§ II.G, II.O.

21 <sup>64</sup>*Id.*, § IX.B.

22 <sup>65</sup>*Id.*, § V.

23 <sup>66</sup>*Id.*

24 <sup>67</sup>*Id.*

25 <sup>68</sup>*Id.*, §§ IV, V.I.

26 <sup>69</sup>*Id.*, § V.I.

27 <sup>70</sup>Attorneys’ Fees Motion at 9.

1                   **3. Notice to the Class of the Proposed Settlement**

2                   On May 15, 2015, the court preliminarily approved the parties’ proposed form of class  
3 notice and the method by which notice was to be distributed.<sup>71</sup> The proposed notice describes the  
4 relief provided by the settlement agreement, informs class members of the scope of the release,  
5 states the amount of attorneys’ fees and costs LACOE has agreed to pay, provides information as  
6 to how class members can access the full settlement agreement, sets forth contact information for  
7 class counsel in the event class members have questions, indicates the date, time and place of the  
8 final approval hearing, and provides information concerning the filing of objections to the  
9 settlement.<sup>72</sup>

10                  A variety of mechanisms were used to distribute the notice. Copies were sent to the Los  
11 Angeles County Public Defender’s Office and seven community organizations in Los Angeles  
12 County that provide services to young adults who are or have been incarcerated; these groups  
13 were asked to disseminate the materials to staff and clients.<sup>73</sup> The notice was also posted on  
14 LACOE’s website and the website of the Disability Rights Legal Center (“DRLC”), and sent to  
15 an email list DRLC maintains.<sup>74</sup> Finally, the notice was mailed to the last known address of  
16 individual class members identified by class counsel who were transferred from a Los Angeles  
17 County juvenile hall or camp to LACJ.<sup>75</sup>

18                  Neither Garcia’s nor LACOE’s attorneys received any inquiries, comments or objections  
19 to the settlement agreement.<sup>76</sup>

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21                  <sup>71</sup>Preliminary Approval Order at 3.

22                  <sup>72</sup>Declaration of Anna Rivera in Support of Plaintiff’s Motion for Final Approval of Class  
23 Action Settlement with LACOE (“Rivera Final Approval Decl.”), Exh. 1 (Notice of Proposed  
24 Class Action Settlement (“Class Notice”)), Docket No. 385-3 (Aug. 10, 2015).

25                  <sup>73</sup>Settlement Approval Motion at 9.

26                  <sup>74</sup>*Id.*

27                  <sup>75</sup>*Id.*

28                  <sup>76</sup>Rivera Final Approval Decl., ¶ 4.

1 **II. DISCUSSION**

2 **A. Final Approval of the Proposed Class Action Settlement**

3 Rule 23(e)(1)(A) of the Federal Rules of Civil Procedure requires that the court “approve  
4 any settlement, voluntary dismissal, or compromise of the claims, issues, or defenses of a certified  
5 class.” Approval under Rule 23(e) is a two-step process “in which the [c]ourt first determines  
6 whether a proposed class action settlement deserves preliminary approval and then, after notice  
7 is given to class members, whether final approval is warranted.” *National Rural*  
8 *Telecommunications Cooperative v. DIRECTV, Inc.* (“NRTC”), 221 F.R.D. 523, 525 (C.D. Cal.  
9 2004) (citing MANUAL FOR COMPLEX LITIGATION, THIRD, § 30.14, at 236-37 (1995)). The Ninth  
10 Circuit has noted that, in considering whether finally to approve a class settlement, “there is a  
11 strong judicial policy that favors settlements, particularly where complex class action litigation is  
12 concerned.” *In re Synacor ERISA Litigation*, 516 F.3d 1095, 1101 (9th Cir. 2008); see *id.* (“This  
13 policy is also evident in the Federal Rules of Civil Procedure and the Local Rules of the United  
14 States District Court, Central District of California, which encourage facilitating the settlement  
15 of cases”); *Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)  
16 (“[I]t must not be overlooked that voluntary conciliation and settlement are the preferred means  
17 of dispute resolution. This is especially true in complex class action litigation”), cert. denied, 459  
18 U.S. 1217 (1983).

19 **1. Notice Requirements**

20 Rule 23(e) requires that “notice of the proposed dismissal or compromise [of a class action]  
21 shall be given to all members of the class in such manner as the court directs.” FED.R.CIV.PROC.  
22 23(e). The notice must be “reasonably calculated, under all the circumstances, to apprise  
23 interested parties of the pendency of the action and afford them an opportunity to present their  
24 objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); see also  
25 *Mandujano v. Basic Vegetable Products, Inc.*, 541 F.2d 832, 835 (9th Cir. 1976) (“To comply  
26 with the spirit of [Rule 23(e)], it is necessary that the notice be given in a form and manner that  
27 does not systemically leave an identifiable group without notice”).  
28



1 The court’s role in reviewing a proposed settlement is to represent those class members  
2 who were not parties to the settlement negotiations and agreement. See *San Francisco NAACP*  
3 *v. San Francisco Unified School District*, 59 F.Supp.2d 1021, 1027 (N.D. Cal. 1999) (“The  
4 purpose of Rule 23(e) is to protect ‘unnamed class members from unjust or unfair settlements  
5 affecting their rights when the representatives become fainthearted before the action is adjudicated  
6 or are unable to secure satisfaction of the individual claims by compromise,’” quoting *Amchem*  
7 *Products, Inc. v. Windsor*, 521 U.S. 591, 623 (1997)). One aspect of the court’s role is to ensure  
8 that all class members receive adequate notice of the proposed settlement.

9 In this case, the court certified a Rule 23(b)(2) settlement class; consequently, class  
10 members do not have the right to opt out of the settlement. Where the court certifies a Rule  
11 23(b)(3) class, individualized notice must be given “to all members who can be identified through  
12 reasonable effort,” so that they can exercise their right to opt out. “For any class certified under  
13 Rule 23(b)(1) or Rule 23(b)(2), [however,] the court may direct [simply that] appropriate notice  
14 [be given] to the class.” FED.R.CIV.PROC. 23(c)(2)(A)-(B). The court thus has discretion in  
15 determining whether notice to a Rule 23(b)(2) class is required, and to what extent. *Molski v.*  
16 *Gleich*, 318 F.3d 937, 952, (9th Cir. 2003) (“Notice for a Rule 23(b)(2) class is discretionary  
17 under Rule 23(d)(2). In contrast, notice for a Rule 23(b)(3) class must fulfill the stringent  
18 requirements of Rule 23(c)(2), i.e., best notice practicable”), overruled on other grounds in *Dukes*  
19 *v. Wal-Mart Stores, Inc.*, 603 F.3d 571 (9th Cir. 2010), rev’d, 131 S. Ct. 2541 (2011)).  
20 “Because of the common interests of all its members, a Rule 23(b)(2) class seeking declaratory  
21 and injunctive relief is cohesive by nature, and notice to a representative class membership may  
22 be considered sufficient.” *Handschu v. Special Servs. Div.*, 787 F.2d 828, 833 (2d Cir. 1986).

23 Here, a number of methods were used to give class members notice. These included  
24 (1) posting information on DRLC’s website, which receives more than 15,000 hits per year;  
25 (2) posting information on LACOE’s website; (3) sending notice to seven community  
26 organizations that provide services to young adults who are or were recently detained or  
27 incarcerated; (4) distributing notice to the Los Angeles County Public Defender’s Office, which  
28 presumably represents many class members; (5) mailing notice to the last known address of

1 individual class members identified by Garcia’s counsel; (6) and electronically disseminating  
2 notice to DRLC’s email list, which includes individuals in the legal and disability communities and  
3 the public at large.<sup>77</sup> The parties directed class members who objected to the settlement to send  
4 a written objection to DRLC or call it to voice an oral objection.<sup>78</sup>

5 The court is satisfied that these efforts were appropriate to provide notice of the settlement  
6 to potential class members. Although notice was not mailed to a comprehensive list of class  
7 members, this would have been difficult given the nature of the class in question, and was not  
8 required by Rule 23(b)(2). Rather, the parties selected an efficient and effective way of reaching  
9 potential class members by distributing notice to institutional contacts and those involved in  
10 outreach to incarcerated young adults.<sup>79</sup>

11 The notice clearly apprised class members of the action and their legal options.  
12 Consequently, the court finds that class members had adequate notice of the settlement and  
13 adequate opportunity to object. The notice requirement of Rule 23(e) has thus been satisfied.

## 14 2. Fairness of the Proposed Settlement

15 “The role of a court . . . reviewing the proposed settlement of a class action under  
16 Fed.R.Civ.P. 23(e) is to assure that the procedures followed meet the requirements of the rule and  
17 comport with due process and to examine the settlement for fairness and adequacy.” *Vaughns v.*  
18 *Board of Education of Prince George’s County*, 18 F.Supp.2d 569, 578 (D. Md. 1998). The

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19  
20 <sup>77</sup>Declaration of Anna Rivera in Support of Preliminary Approval of LACOE Settlement  
21 (“Rivera Preliminary Approval Decl.”), Docket No. 377-2 (Feb. 27, 2015), ¶¶ 9-10.

22 <sup>78</sup>*Id.*, ¶ 11.

23 <sup>79</sup>The court reached the same conclusion in its May 15, 2015 order preliminarily approving  
24 class notice and the method proposed for distributing that notice. (Preliminary Approval Order  
25 at 3 (“The Class Notice and provisions for disseminating Class Notice described in the Settlement  
26 Agreement and attached thereto are consistent with Rule 23 and are approved. These materials  
27 (a) provide the best notice practicable under the circumstances; (b) are reasonably calculated,  
28 under the circumstances, to apprise the Settlement Class of the pendency of the action, the terms  
of the proposed settlement, and of their right to object to the proposed settlement; (c) are  
reasonable and constitute sufficient notice to all persons entitled to receive notice; and (d) fully  
comply with United States law”)).

1 district court’s role, in reviewing “what is otherwise a private consensual agreement negotiated  
2 between the parties to a lawsuit, must be limited to the extent necessary to reach a reasoned  
3 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,  
4 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate  
5 to all concerned.” *Officers for Justice*, 688 F.2d at 625.

6 The parties contend the settlement is presumptively fair because it is the result of an arms-  
7 length negotiation.<sup>80</sup> See *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009)  
8 (“We put a good deal of stock in the product of an arms-length, non-collusive, negotiated  
9 resolution”); *NRTC*, 221 F.R.D. at 528 (“A settlement following sufficient discovery and genuine  
10 arms-length negotiations is presumed fair,” citing *City Partnership Co. v. Atlantic Acquisition Ltd.*  
11 *Partnership*, 100 F.3d 1041, 1043 (1st Cir. 1996)).

12 The parties attended multiple settlement conferences conducted by Judge Hatter. While  
13 they were not able to resolve their differences during those conferences, they continued to  
14 negotiate, and ultimately reached agreement in August 2012.<sup>81</sup> After the California Supreme  
15 Courts determined that Education Code § 56041 applies to minors incarcerated in county jails, the  
16 parties reopened their negotiations and amended the agreement in light of that decision.<sup>82</sup> Their  
17 negotiations, moreover, took place during or after extensive discovery,<sup>83</sup> motion practice and  
18 appellate proceedings. It appears, therefore, that the agreement was reached in good faith after  
19 a well-informed, arms-length negotiation, and that it is entitled to a presumption of fairness.

20 Nonetheless, the court must examine the terms of the settlement, considering relevant  
21 factors, to determine whether the settlement is indeed fair. In making this assessment, the court  
22 balances:

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24 <sup>80</sup>Settlement Approval Motion at 13-14.

25 <sup>81</sup>Vinzon Preliminary Approval Decl., ¶ 6.

26 <sup>82</sup>Amended Settlement Agreement.

27 <sup>83</sup>Vinzon Preliminary Approval Decl., ¶ 12.

1 “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely  
2 duration of further litigation; (3) the risk of maintaining class action status  
3 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery  
4 completed and the stage of the proceedings; (6) the experience and views of  
5 counsel; (7) the presence of a governmental participant; and (8) the reaction of the  
6 class members to the proposed settlement.” *Churchill Village, L.L.C. v. General*  
7 *Electric*, 361 F.3d 566, 575 (9th Cir. 2004) (citing *Hanlon v. Chrysler Corp.*, 150  
8 F.3d 1011, 1026 (9th Cir. 1998)).

9 This list of factors is not exclusive, “and different factors may predominate in different factual  
10 contexts.” *Torrison v. Tucson Electric Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). See also  
11 *Young v. Polo Retail, LLC*, No. C-02-4546 VRW, 2007 WL 951821, \*3 (N.D. Cal. Mar. 28,  
12 2007) (adding as relevant factors “(9) the procedure by which the settlements were arrived at, see  
13 MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.6 (2004), and (10) the role taken by the  
14 plaintiff in that process”); *Churchill Village*, 361 F.3d at 576 n. 7 (“Because the settlement  
15 evaluation factors are non-exclusive, discussion of those factors not relevant to this case has been  
16 omitted”). The court considers the relevant factors in turn.

17 **a. Strength of Plaintiffs’ Case**

18 Garcia asserts he would likely have prevailed at trial given established law mandating the  
19 provision of special education services and Judge Fairbank’s January 19, 2011 order granting in  
20 part his motion for summary judgment concerning LACOE’s liability under the IDEA.<sup>84</sup> Judge  
21 Fairbank held that LACOE was liable for violating the IDEA because it had failed to initiate a  
22 countywide plan ensuring that individuals with exceptional needs residing within the county had  
23 or in the future would have access to a FAPE.<sup>85</sup> Judge Fairbank, by contrast, denied Garcia’s

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25 <sup>84</sup>Vinzon Preliminary Approval Decl., ¶ 8; Rivera Preliminary Approval Decl., ¶ 4.

26 <sup>85</sup>Tentative Ruling Re Motion to Decertify and Motions for Summary Judgment (“Tentative  
27 MSJ Order”), Docket No. 305 (Jan. 18, 2011) at 39; Minutes of Proceedings on Motion to  
28 Decertify and Motions for Summary Judgment (“Decertification/Summary Judgment Minute  
Order”), Docket No. 306 (Jan. 19, 2011) (adopting tentative ruling).

1 motion for summary judgment on his due process and equal protection claims against LACOE.<sup>86</sup>  
2 Judge Fairbank’s summary judgment rulings did not address the scope of the declaration or  
3 injunction to which Garcia and members of the class were entitled based on the liability found.

4 This would likely have been the subject of dispute and further proceedings had a settlement  
5 not been reached; based on the records of the action, it is uncertain what the outcome of those  
6 disputes might have been.<sup>87</sup> A settlement, moreover, allowed the parties to craft relief responsive  
7 to both Garcia’s and LACOE’s concerns, and closer to their ideal resolution than the relief the  
8 court would have granted might have been. “In evaluating the likelihood of success, the [c]ourt  
9 must compare the terms of the settlement with the rewards the class would have been likely to  
10 receive following a successful trial.” *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 287 (W.D.  
11 Tex. 2007) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir.1983) (“A district  
12 court faced with a proposed settlement must compare its terms with the likely rewards the class  
13 would have received following a successful trial of the case.”)). See also *In re Mfrs. Life Ins.*,  
14 No 1109, 96-CV-230 BTM(AJB), 1998 WL 1993385, \*5 (S.D. Cal. Dec. 21, 1998) (noting that  
15 “even if it is assumed that a successful outcome for plaintiffs at summary judgment or at trial  
16 would yield a greater recovery than the Settlement . . . there is easily enough uncertainty in the  
17 mix to support settling the dispute rather than risking no recovery in future proceedings”). After  
18 reviewing the scope of the LACOE’s obligations under the settlement agreement – which appear  
19 to remedy the precise violations Judge Fairbank identified in her summary judgment order – the  
20 court concludes that the settlement achieves much, if not all, of the relief that Garcia would have  
21 been able to obtain had he taken his claims against LACOE to trial. Consequently, the court  
22 concludes that this factor weighs in favor of approving the settlement.

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25 <sup>86</sup>*Id.* at 41-42. The court denied Garcia’s motion for summary judgment on LACOE’s  
26 liability under the ADA and Section 504 of the Rehabilitation Act, and granted LACOE’s cross-  
27 motion. (*Id.* at 31, 40). Thus, the court does not consider these claims in evaluating the strength  
28 of Garcia’s case for settlement purposes.

<sup>87</sup>Vinzon Preliminary Approval Decl., ¶ 8.

1                   **b.     The Risk, Expense, Complexity, and Likely Duration of Further**  
2                   **Litigation**

3           The parties agree that it would be expensive and time-consuming to litigate this case  
4 through trial, and that it would require the marshaling and presentation of substantial documentary  
5 evidence and expert testimony.<sup>88</sup> Any trial would, moreover, likely have been followed by  
6 appellate proceedings. See *Glass v. UBS Financial Services, Inc.*, No. C-06-4068 MMC, 2007  
7 WL 221862, \*4 (N.D. Cal. Jan. 26, 2007) (“In light of the above-referenced uncertainty in the  
8 law, the risk, expense, complexity, and likely duration of further litigation likewise favors the  
9 settlement. Regardless of how this Court might have ruled on the merits of the legal issues, the  
10 losing party likely would have appealed, and the parties would have faced the expense and  
11 uncertainty of litigating an appeal. ‘The expense and possible duration of the litigation should be  
12 considered in evaluating the reasonableness of [a] settlement,’” quoting *In re Mego Financial*  
13 *Corp. Securities Litigation*, 213 F.3d 454, 458 (9th Cir. 2000)).

14           The parties contend it was unnecessary to expend the additional cost and time attendant to  
15 a trial and appeal as LACOE agreed to the relief Garcia sought.<sup>89</sup> Given the number of  
16 defendants, the complexity of their interactions and relative responsibilities, further discovery,  
17 trial and appeals would likely consume significant time. The court therefore concludes that this  
18 factor too weighs in favor of approval of the settlement. See *Vasquez v. Coast Valley Roofing,*  
19 *Inc.*, 266 F.R.D. 482, 489 (E.D. Cal. 2010) (in weighing the risk of future litigation, “a court  
20 may consider the vagaries of litigation and compare the significance of immediate recovery by way  
21 of the compromise to the mere possibility of relief in the future, after protracted and expensive  
22 litigation” (internal quotation marks omitted)); *Young*, 2007 WL 951821 at \*3 (“Because this  
23 litigation has terminated before the commencement of trial preparation, factor (2) also militates  
24 in favor of the settlement”). See also *Officers for Justice*, 688 F.2d at 626; *Milstein*

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27           <sup>88</sup>*Id.*, ¶ 11; Rivera Preliminary Approval Decl., ¶ 7.

28           <sup>89</sup>Settlement Approval Motion at 10-11.

1 *v. Huck*, 600 F.Supp. 254, 267 (E.D.N.Y. 1984) (“The expense and possible duration of the  
2 litigation are major factors to be considered in evaluating the reasonableness of this settlement”).<sup>90</sup>

3 **c. The Risk of Maintaining Class Action Status Throughout Trial**

4 Whether or not the action would have been tried as a class action is also relevant in  
5 assessing the fairness of the settlement. Judge Fairbank certified an injunctive and declaratory  
6 relief claim entitled to assert all claims pled in the complaint.<sup>91</sup> The class had already survived  
7 a decertification motion.<sup>92</sup> Because there is little risk Garcia would not have been able to maintain  
8 class action status through trial, this factor weighs somewhat against approval of the settlement.  
9 The court finds it relatively insignificant, however, when balanced against those factors that  
10 strongly favor approval.

11 **d. The Amount Offered in Settlement**

12 As the Ninth Circuit has noted, “it is the very uncertainty of outcome in litigation and  
13 avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed  
14 settlement is [thus] not to be judged against a hypothetical or speculative measure of what *might*  
15 have been achieved by the negotiators.” *Officers for Justice*, 688 F.2d at 625 (emphasis original).  
16 Rather, “the very essence of a settlement is compromise, ‘a yielding of absolutes and an  
17 abandoning of highest hopes.’” *Id.* at 624 (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th  
18 Cir. 1977)).

19 Assessing the fairness of the value obtained through settlement is particularly difficult in  
20 cases where the class receives no monetary relief. See *Staton v. Boeing Co.*, 327 F.3d 938, 959  
21 (9th Cir. 2003) (“Nor can courts judge with confidence the value of the terms of a settlement  
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23 <sup>90</sup>LACOE’s assumption of certain responsibilities related to the provision of special  
24 education and related services to individuals incarcerated at LACJ facilities may also assist in  
25 settling or adjudicating Garcia’s claims against other defendants. To the extent this is true, it  
26 provides a further reason for concluding that the risk, expense, complexity, and likely duration  
of further litigation favors approval of the settlement.

27 <sup>91</sup>Class Certification Order at 1-2.

28 <sup>92</sup>Decertification/Summary Judgment Minute Order.



1 agreement, especially one in which, as here, the settlement provides for injunctive relief”).  
2 However, the court believes the parties have, through their negotiations, achieved a form of relief  
3 that is fair to the class.

4 As noted, LACOE has agreed (1) adopt a countywide plan for review of the plans of all  
5 SELPAs that will confirm that each SELPA’s plan ensures that special education and related  
6 services will be provided to eligible individuals incarcerated at the LACJ, deny approval if it does  
7 not, and file a compliance complaint with the CDE if the SELPA does not thereafter comply; (2)  
8 notify students transferred from juvenile halls or camps to the LACJ of their right to receive  
9 special education services, alert the districts responsible for serving those students that they have  
10 been transferred, inform the districts that they are obligated to provide special education services  
11 for the students, provide the students with a copy of their most recent IEP, send copies of the  
12 students’ education records to their last district of residence, and participate telephonically in  
13 eligible students’ first IEP at the LACJ; (3) develop a modified notice of procedural safeguards  
14 that will inform students of their right to receive special education services while incarcerated at  
15 the LACJ, advise all school districts in Los Angeles County of the model notice of procedural  
16 safeguards, and invite them to use it; and (4) add a training module concerning the provision of  
17 special education and related services to students in the LACJ to the curriculum for SELPA  
18 personnel. Garcia’s counsel characterize these items as the relief Garcia sought.<sup>93</sup> Rather than  
19 proceeding to trial, where the court would have determined the type of injunctive and declaratory  
20 relief to be awarded, Garcia’s decision to settle the case “allowed [him] to have considerable input  
21 into the nature and substance of the relief.”<sup>94</sup>

22 The court therefore finds that this factor weighs in favor of approving the settlement.  
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26 <sup>93</sup>Vinzon Preliminary Approval Decl., ¶ 11; Rivera Preliminary Approval Decl., ¶ 7.

27 <sup>94</sup>Rivera Preliminary Approval Decl., ¶¶ 4-5. See also Vinzon Preliminary Approval  
28 Decl., ¶¶ 7-8.

1                   **e.       The Stage of the Proceedings and Extent of Discovery Completed**

2                   “The extent of discovery may be relevant in determining the adequacy of the parties’  
3 knowledge of the case.” *NRTC*, 221 F.R.D. at 527 (quoting MANUAL FOR COMPLEX LITIGATION,  
4 THIRD, § 30.42 (1995)). “A court is more likely to approve a settlement if most of the discovery  
5 is completed because it suggests that the parties arrived at a compromise based on a full  
6 understanding of the legal and factual issues surrounding the case.” *Id.* (quoting 5 W. Moore,  
7 MOORE’S FEDERAL PRACTICE, § 23.85[2][e] (Matthew Bender 3d ed.)). The more the discovery  
8 completed, the more likely it is that the parties have “a clear view of the strengths and  
9 weaknesses of their cases.” *Young*, 2007 WL 951821 at \*4 (quoting *In re Warner*  
10 *Communications Securities Litigation*, 618 F.Supp. 735, 745 (S.D.N.Y. 1985)).

11                   The parties actively litigated this case for several years, They conducted extensive  
12 discovery before briefing Garcia’s class action certification motion and defendants’ motions for  
13 summary judgment.<sup>95</sup> The court therefore concludes that counsel had sufficient information to  
14 make an informed decision about the adequacy of the settlement. This factor, therefore, also  
15 weighs in favor of approval of the parties’ agreement.

16                   **f.       The Presence of a Governmental Participant**

17                   LACOE is a government participant. This factor therefore weighs in favor of settlement.  
18 See *San Francisco NAACP v. San Francisco Unified School District*, 59 F.Supp.2d 1021, 1031-32  
19 (holding that the fact that the State Superintendent and State Board of Education were defendants  
20 and agreed to the settlement weighed in favor of approval).

21                   **g.       The Experience and Views of Counsel**

22                   “The recommendations of plaintiffs’ counsel should be given a presumption of  
23 reasonableness.” *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 622 (N.D. Cal. 1979) (citations  
24 omitted). “Parties represented by competent counsel are better positioned than courts to produce  
25 a settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific*  
26 *Enterprises Securities Litigation*, 47 F.3d 373, 378 (9th Cir. 1995).

27 \_\_\_\_\_  
28 <sup>95</sup>Vinzon Declaration 1, ¶¶ 3-6, 12.

1 The class is represented by DRLC, an experienced disability rights legal organization, and  
2 Milbank, a large international law firm with extensive experience in complex litigation.<sup>96</sup> DRLC  
3 regularly files class action and other impact litigation on behalf of disabled individuals; it also  
4 advocates for individual students with disabilities who are or may be eligible for special education  
5 and related services and who have been denied a FAPE.<sup>97</sup>

6 Counsel concluded, after weighing the risks and benefits of proceeding to trial, that “the  
7 injunctive relief in the settlement is in the best interests of the class, particularly given the scope  
8 and detail of relief. Negotiation of a settlement in this manner allowed Plaintiff to have  
9 considerable input into the nature and substance of the relief. The parties thus recognized that  
10 there was much more to be gained through reasonable settlement discussions than through  
11 continued litigation and trial in this matter.”<sup>98</sup>

12 The recommendation of experienced class counsel weighs in favor of approval. See *In re*  
13 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008). Counsel’s  
14 recommendation, however, must be evaluated in light of “their obvious pecuniary interest in  
15 seeing the settlement approved.” *Young*, 2007 WL 951821 at \*5. Consequently, while this factor  
16 favors approval, the court accords it only some weight.

#### 17 **h. Class Members’ Reaction to the Proposed Settlement**

18 Garcia supports the settlement.<sup>99</sup> To gauge the reaction of other class members, it is  
19 appropriate to evaluate the number of objections submitted. See *In re General Motors Corp. Pick-*  
20 *Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (“In an effort to  
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22 <sup>96</sup>Declaration of Shawna L. Parks in Support of Motion to Certify Class (“Parks Decl.”),  
23 Docket No. 84 (Feb. 22, 2010), ¶¶ 3-7; Declaration of Linda Dakin-Grimm in support of Motion  
24 to Certify Class (“Dakin-Grimm Decl.”), Docket No. 81 (Feb. 22, .2010), ¶ 6.

25 <sup>97</sup>Declaration of Anna Rivera in support of Motion for Award of Attorneys’ Fees and Costs  
26 (“Rivera Fee Decl.”), Docket No. 383-10 (June 15, 2015), ¶ 4.

27 <sup>98</sup>Rivera Preliminary Approval Decl., ¶¶ 4-5. See also Vinzon Preliminary Approval  
28 Decl., ¶¶ 7-8.

<sup>99</sup>Rivera Preliminary Approval Decl., ¶ 8.

1 measure the class’s own reaction to the settlement’s terms directly, courts look to the number and  
2 vociferousness of the objectors,” quoting *Pallas v. Pacific Bell*, No. C-89-2373 DLJ, 1999 WL  
3 1209495, \*6 (N.D. Cal. July 13, 1999) (“The greater the number of objectors, the heavier the  
4 burden on the proponents of settlement to prove fairness”). “It is established that the absence of  
5 a large number of objections to a proposed class action settlement raises a strong presumption that  
6 the terms of a proposed class settlement action are favorable to the class members.” *Nat’l Rural*  
7 *Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004).

8 No class members have objected to the settlement. This reaction may, to some extent, be  
9 a product of the manner in which notice of the settlement was given, and the circumstances of  
10 individual members of the class, many of whom are likely incarcerated. Thus, while this factor  
11 weighs in favor of approving the settlement, the court will not “lose sight of its responsibility to  
12 analyze independently and intelligently the settlement.” *Safeco Ins. Co. of America v. American*  
13 *Intern. Group, Inc.*, 710 F.3d 754, 761 (7th Cir. 2013) (Posner, J dissenting).

14 **i. Other Factors**

15 As noted, the *Young* court considered two additional factors: the process by which  
16 settlement was achieved and the involvement of the named plaintiffs in that process. Here, the  
17 parties reached agreement after intensive arms-length negotiations that were initially facilitated by  
18 Judge Hatter. The process by which settlement was achieved therefore weighs in favor of  
19 approval.

20 Class counsel do not provide information regarding Garcia’s involvement in the settlement  
21 process; they merely state that he reviewed the proposed settlement, discussed it with them, and  
22 agreed to its terms.<sup>100</sup> Because it lacks sufficient information concerning Garcia’s involvement in  
23 the settlement process to determine whether this factor weighs in favor of approving the  
24 settlement, the court finds it neutral.

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<sup>100</sup>*Id.*, ¶ 8.

1                                   **j.       Signs of Collusion**

2           The Ninth Circuit has explained that, in addition to evaluating the fairness of the settlement  
3 terms, the district court should be watchful for “subtle signs” that class counsel and the class  
4 representative permitted self-interest to trump their obligation to ensure a fair settlement for the  
5 class as a whole. *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935, 947 (9th  
6 Cir. 2011). In *Bluetooth*, the Ninth Circuit identified three possible signs of collusion:

7           “(1) when the settlement terms result in class counsel receiving a disproportionate  
8 share of the settlement, or when the class receives no monetary compensation but  
9 counsel receive an ample award of attorneys’ fees;

10           (2) the presence of a clear sailing agreement that carries the potential of enabling  
11 a defendant to pay class counsel excessive fees and costs in exchange for . . .  
12 accepting an unfair settlement; and

13           (3) when the parties arrange for fees not awarded to revert to defendants, rather  
14 than being paid into the class fund.” *Id.* (citations and quotation marks omitted).

15   The Ninth Circuit noted that this list is not exclusive, but felt it offered some guidance to lower  
16 courts regarding the type of provisions that require “greater scrutiny than ordinarily demanded”  
17 in assessing the overall fairness of the settlement. *Id.* at 949.

18           In some instances, the fact that the class members receive no monetary relief, while counsel  
19 are awarded attorneys’ fees, raises a red flag. Here, however, Garcia sought declaratory and  
20 injunctive relief only; consequently, the fact that LACOE will not pay class members any damages  
21 pursuant to the settlement is not surprising and is not evidence of collusion. The settlement  
22 agreement, in fact, does not require class members to release damages claims, claims for  
23 compensatory education,<sup>101</sup> or claims regarding the prospective provision of special education  
24 services.<sup>102</sup> Moreover, as discussed *infra*, the amount of attorneys’ fees counsel seek is not  
25 unreasonable and is significantly below the lodestar. Compare *Richardson v. L’Oreal USA, Inc.*,

26 \_\_\_\_\_  
27           <sup>101</sup>*Id.*

28           <sup>102</sup>*Id.*

1 991 F.Supp.2d 181, 203-04 (D.D.C. 2013) (holding that a settlement was not fair, reasonable,  
2 and adequate where “Class members receive[d] injunctive relief, and in return they surrender[ed]  
3 any class-wide claims for damages; meanwhile, plaintiffs’ counsel receive[d] almost a million  
4 dollars in attorney’s fees and class representatives receive[d] \$1,000 each”). For all of these  
5 reasons, the absence of monetary relief for the class does not raise concerns about collusion.

6 The settlement does, however, contain a “clear sailing provision.” “In general, a clear  
7 sailing agreement is one where the party paying the fee agrees not to contest the amount to be  
8 awarded by the fee-setting court so long as the award falls beneath a negotiated ceiling.”  
9 *Weinberger v. Great Northern Nekoosa Corp.*, 925 F.2d 518, 520 n. 1 (1st Cir. 1991). The  
10 Amendment to the Settlement Agreement states: “Defendants shall pay Class Counsel \$256,000.00  
11 in attorney’s fees no later than thirty (30) days following the Effective Date.”<sup>103</sup> Although the  
12 agreement does not explicitly state that defendants will not contest a request by plaintiffs that the  
13 court award that amount of fees, the provision has the same practical effect and must be  
14 considered a “clear sailing provision.”

15 Clear sailing provisions are troubling on several levels. “[T]he very existence of a clear  
16 sailing provision increases the likelihood that class counsel will have bargained away something  
17 of value to the class.” *In re Bluetooth*, 654 F.3d at 948 (citation omitted); see also *Malchman v.*  
18 *Davis*, 761 F.2d 893, 908 (2d Cir. 1985) (Newman, J., concurring) (“It is unlikely that a  
19 defendant will gratuitously accede to the plaintiffs’ request for a ‘clear sailing’ clause without  
20 obtaining something in return. That something will normally be at the expense of the plaintiff  
21 class”), abrogated on other grounds in *Amchem Products*, 521 U.S. at 619. “Such a clause  
22 deprives the court of the advantages of the adversary process. The source of the proposed  
23 payment renders it improbable that class members will come forward to challenge the  
24 reasonableness of the requested fee. Meanwhile, the payor is bound by contract not to contest the  
25 application.” *Weinberger*, 925 F.2d at 525.

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28 <sup>103</sup>Amended Settlement Agreement, ¶ 6.

1           The inference of collusion to be drawn from a clear sailing provision is exacerbated when  
2 the agreement contains a reversionary or “kicker provision.” *In re Bluetooth*, 654 F.3d at 949  
3 (“For this same reason, a kicker arrangement reverting unpaid attorneys’ fees to the defendant  
4 rather than to the class amplifies the danger of collusion already suggested by a clear sailing  
5 provision. . . . The clear sailing provision reveals the defendant’s willingness to pay, but the  
6 kicker deprives the class of that full potential benefit if class counsel negotiates too much for its  
7 fees”). Here, there is no “kicker provision”; the only real issue, therefore, is the negotiated fee  
8 provision in the settlement agreement, and whether it suggests that counsel obtained an agreement  
9 to pay their fees at the expense of further relief for the class.

10           A review of all of the terms of the agreement, however, assuages any such concerns. First,  
11 the settlement achieves much, if not all, of the injunctive relief that Garcia sought in his  
12 complaint.<sup>104</sup> Unlike a monetary settlement – the amount of which is typically less than the full  
13 amount of the prayer – the court has difficulty discerning what further injunctive relief plaintiffs  
14 might have been able to achieve in the settlement. Second, the negotiated amount of attorneys’  
15 fees is 24.45% below counsel’s lodestar.<sup>105</sup> Had there been collusion, fees would more likely have  
16 been at or above the lodestar through application of a multiplier.

17           As a result, while clear sailing agreements must be scrutinized to ensure that they do not  
18 result in unfair awards of attorneys’ fees, see *Weinberger*, 925 F.2d at 523 (“[T]he approval  
19 function has routinely been extended to embrace fees, whether or not pre-negotiated, in those  
20 cases where the plaintiffs’ attorneys are to be paid out of a common fund (and where,  
21 consequently, there is an inherent tension between the interests of the class and the interests of the  
22 lawyers)”), the court concludes that the clear sailing provision in the parties’ agreement does not  
23 give rise to an inference of collusion that warrants invalidation of the settlement as a whole.

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27           <sup>104</sup>Vinzon Preliminary Approval Decl., ¶ 11; Rivera Preliminary Approval Decl., ¶ 7.

28           <sup>105</sup>Motion for Attorneys’ Fees at 4.



1                   **k.     Balancing the Factors**

2           “Ultimately, the district court’s determination [concerning the fairness and adequacy of a  
3 proposed settlement] is nothing more than an amalgam of delicate balancing, gross  
4 approximations, and rough justice.” *Officers for Justice*, 688 F.2d at 625 (citation omitted). “[I]t  
5 must not be overlooked that voluntary conciliation and settlement are the preferred means of  
6 dispute resolution. This is especially true in complex class action litigation.” *Id.* Having  
7 considered the relevant factors, the court concludes that the circumstances surrounding the  
8 settlement weigh in favor of a finding that it is fair and adequate. Accordingly, the court approves  
9 the settlement.

10                   **B.     Motion for Attorneys’ Fees and Costs**

11           The court turns next to class counsel’s motion for attorneys’ fees and costs. The procedure  
12 for requesting attorneys’ fees is set forth in Rule 54(d)(2) of the Federal Rules of Civil Procedure.  
13 While the rule specifies that requests shall be made by motion “unless the substantive law  
14 governing the action provides for the recovery of . . . fees as an element of damages to be proved  
15 at trial,” the rule does not itself authorize the awarding of fees. “Rather, [Rule 54(d)(2)] and the  
16 accompanying advisory committee comment recognize that there must be another source of  
17 authority for such an award . . . [in order to] give[ ] effect to the ‘American Rule’ that each party  
18 must bear its own attorneys’ fees in the absence of a rule, statute or contract authorizing such an  
19 award.” *MRO Communications, Inc. v. AT & T*, 197 F.3d 1276, 1281 (9th Cir. 1999).

20           In class actions, statutory provisions and the common fund exception to the “American  
21 Rule” provide the authority for awarding attorneys’ fees.<sup>106</sup> See Alba Conte and Herbert B.  
22 Newberg, *NEWBERG ON CLASS ACTIONS*, § 14.1 (4th ed. 2005) (“Two significant exceptions [to  
23 the “American Rule”] are statutory fee-shifting provisions and the equitable common-fund  
24 doctrine”). Rule 23(h) authorizes a court to award “reasonable attorney’s fees and nontaxable  
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26           <sup>106</sup>Under the common fund exception, counsel can obtain attorneys’ fees from a fund  
27 preserved, protected, collected, or realized by their efforts on behalf of a class of persons  
28 benefitted by or entitled to the fund. See *Attorneys’ Fees in Class Actions*, 38 A.L.R.3d 1384,  
§ 4(a) & (b) (1971).

1 costs that are authorized by law or by the parties' agreement."<sup>107</sup> FED.R.CIV.PROC. 23(h). Under  
2 normal circumstances, once it is established that a party is entitled to attorneys' fees, "[i]t remains  
3 for the district court to determine what fee is 'reasonable.'" *Hensley v. Eckerhart*, 461 U.S. 424,  
4 433 (1983).

5 The parties' settlement agreement provides that defendants will pay, and will not oppose  
6 an application for, attorneys' fees and costs of \$256,000 for all work performed in the case to  
7 date.<sup>108</sup> LACOE has also agreed to pay class counsel reasonable attorneys' fees for time spent  
8 monitoring performance of the agreement, with a cap of \$10,000 for the first year of the  
9 Settlement Period, and \$5,000 for the next two years. For any monitoring work, class counsel  
10 will bill at a blended rate of \$250 per hour.<sup>109</sup>

### 11 **1. Attorneys' Fees**

12 Courts calculate attorneys' fees using either the lodestar or percentage-of-the-fund method.  
13 In a lodestar analysis, the court multiplies the number of hours reasonably expended by counsel  
14 on the matter by a reasonable hourly rate and adjusts the result upward or downward depending  
15 on a variety of factors. In a percentage-of-the-fund analysis, the court awards a percentage of the  
16 class recovery as fees. See *State of Florida v. Dunne*, 915 F.2d 542, 545 n. 3 (9th Cir. 1990).  
17 "Though courts have discretion to choose which calculation method they use, their discretion must  
18 be exercised so as to achieve a reasonable result." *In re Bluetooth*, 654 F.3d at 942 (citing *In re*  
19 *Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litig.*, 109 F.3d 602, 607 (9th  
20 Cir. 1997)). Because the settlement in this case contemplates only injunctive relief, there is no  
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22 <sup>107</sup>Plaintiffs contend that the nature of their claims also authorize an award of reasonable  
23 attorneys' fees and cost to the prevailing plaintiffs, citing 42 U.S.C. § 12205 (authorizing an  
24 attorneys' fees award to the prevailing party in an ADA lawsuit) and 29 U.S.C. § 794(a)  
25 (authorizing an award of attorneys' fees to the prevailing part in a Section 504 suit). Judge  
26 Fairbank granted summary judgment in LACOE's favor on both Garcia's ADA and Section 504  
claims, however. (Tentative MSJ Order at 31). Thus, the authority to award reasonable  
attorneys' fees arises only under Rule 23(h).

27 <sup>108</sup>Settlement Agreement, § VI.

28 <sup>109</sup>*Id.*, § V.I.

1 class recovery that could be used to award fees on a percentage-of-the-fund basis. The court will  
2 thus employ the lodestar method of calculating attorneys' fees.

3 **a. Whether Class Counsel's Attorneys' Fees Request is Reasonable**

4 As noted, the lodestar is "the number of hours reasonably expended on the litigation  
5 multiplied by a reasonable hourly rate." *Hensley*, 461 U.S. at 433. The lodestar "presumptively  
6 provides an accurate measure of reasonable attorney's fees." See *Harris v. Marhoefer*, 24 F.3d  
7 16, 18 (9th Cir. 1994); *Clark v. City of Los Angeles*, 803 F.2d 987, 990 (9th Cir. 1986). A court  
8 may increase or decrease the lodestar in rare or exceptional cases. See *Blum v. Stenson*, 465 U.S.  
9 886, 898-901 (1984); *Harris*, 24 F.3d at 18; *Clark*, 803 F.2d at 990-91. As the court explained  
10 in *In re Bluetooth*:

11 "The court may adjust [the lodestar] upward or downward by an appropriate  
12 positive or negative multiplier reflecting a host of reasonableness factors, including  
13 the quality of representation, the benefit obtained for the class, the complexity and  
14 novelty of the issues presented, and the risk of nonpayment. Foremost among these  
15 considerations, however, is the benefit obtained for the class. Thus, where the  
16 plaintiff has achieved only limited success, counting all hours expended on the  
17 litigation – even those reasonably spent – may produce an excessive amount, and  
18 the Supreme Court has instructed district courts to instead award only that amount  
19 of fees that is reasonable in relation to the results obtained." *In re Bluetooth*, 654  
20 F.3d at 941-42.

21 Class counsel contend that the lodestar is \$338,870.85, which includes (1) attorneys' fees  
22 incurred prior to the date of the settlement in 2011 and (2) \$11,839.48 for expenses incurred in  
23 prosecuting the lawsuit.<sup>110</sup> Class counsel ask that the court award fees of \$256,000, a 24.45%  
24 reduction from the loadstar.<sup>111</sup>

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27 <sup>110</sup>Motion for Attorneys' Fees at 5-6.

28 <sup>111</sup>*Id.* at 4.



1 in his or her hourly rate. See *Missouri v. Jenkins*, 491 U.S. 274, 288 n. 10 (1989) (“[P]urely  
2 clerical or secretarial tasks should not be billed at a paralegal [or lawyer’s] rate, regardless of who  
3 performs them”). Where support staff performs substantive case-related work, however, fees for  
4 such work are recoverable. *Id.* at 285 (“Clearly, a ‘reasonable attorney’s fee’ cannot have been  
5 meant to compensate only work performed personally by members of the bar. Rather, the term  
6 must refer to a reasonable fee for the work product of an attorney. Thus, the fee must take into  
7 account the work not only of attorneys, but also of secretaries, messengers, librarians, janitors,  
8 and others whose labor contributes to the work product for which an attorney bills her client”);  
9 *Earthquake Sound Corp.*, 352 F.3d at 1214-15 (affirming a lodestar-based fee award that included  
10 work performed by attorneys, paralegals, and clerks); *Grays Harbor Adventist Christian School*  
11 *v. Carrier Corp.*, No. 05-05437 RBL, 2008 WL 1901988, \*5 (W.D. Wash. Apr. 24, 2008)  
12 (accepting class counsel’s lodestar calculation, which included fees for support staff, and noting  
13 that “if [the] recoverable lodestar were limited to attorney time, law firms would be inclined to  
14 assign low-level work to attorneys rather than legal support staff. The Ninth Circuit discourages  
15 such an inefficient result by recognizing the contributions of attorneys and non-attorneys”).

16 Twelve attorneys at two different law firms represented the class in this case. Class  
17 counsel seeks to have the court calculate fees using the following rates for attorneys at DLRC:<sup>112</sup>  
18 \$350 per hour for former staff attorney Carly Munson (a 2006 graduate of Boston University  
19 School of Law); \$300 per hour for former staff attorney Andrea Oxman (a 2007 graduate of  
20 University of Southern California Gould School of Law); \$525 per hour for former legal director  
21 Shawna L. Parks (a 1999 graduate of the Boalt Hall School of Law at the University of California,  
22 Berkeley); \$400 per hour for former staff attorney Elliot Field (a 2009 graduate of Loyola Law  
23 School); \$725 per hour for former executive director Paula Pearlman (a 1982 graduate of  
24 Southwestern University School of Law); and \$165 per hour for DLRC law clerks, who are law  
25 students attending local law schools.

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28 <sup>112</sup>See Rivera Fee Decl., ¶¶ 9-17.

1 Class counsel requests that the court use the following rates for work performed by  
2 attorneys at Milbank:<sup>113</sup> \$825 per hour for partner Daniel Perry (a 1999 graduate of Cornell  
3 University, School of Law); \$650 per hour for former associate Hannah Cannom (a 2006 graduate  
4 of University of California at Los Angeles School of Law); \$550 per hour for former associate  
5 Kate Eklund (a 2009 graduate of University of Michigan Law School); \$600 per hour for associate  
6 Revi-ruth Enriquez (a 2008 graduate of Georgetown University School of Law); \$600 per hour  
7 for former associate Caitlin Hawks (a 2008 graduate of University of California at Los Angeles  
8 School of Law); \$715 per hour for special counsel Delilah Vinzon (a 2002 graduate of University  
9 of California Hastings College of Law); and \$195 per hour for paralegal Rick Windom.

10 As evidence that these rates are reasonable, class counsel proffer evidence regarding  
11 DRLC's extensive experience litigating civil rights class action cases.<sup>114</sup> They also cite prior court  
12 decisions from the Central District of California, in which courts held that DRLC's rates that were  
13 similar to those charged in this case were reasonable.<sup>115</sup> See *United Steelworkers of Am. v. Phelps*  
14 *Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990) (holding that courts may look to rate  
15 determinations in other cases in fixing a reasonable rate). Finally, while counsel has not submitted  
16 declarations from other attorneys stating that their rates are reasonable, they have submitted orders  
17 in other cases litigated in this district suggesting that their rates are generally in line with those of  
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21 <sup>113</sup>See Declaration of Delilah Vinzon in Support of Motion for Award of Attorneys' Fees  
22 and Costs ("Vinzon Fee Decl."), Docket No. 383-1 (June 15, 2015), ¶¶ 10-16.

23 <sup>114</sup>*Id.*, ¶¶ 8-18.

24 <sup>115</sup>Rivera Fee Decl., Exh. B (Order Granting Plaintiffs' Application for Reasonable  
25 Attorneys' Fees and Costs, *Communities Actively Living Independent and Free, et al. v. City of*  
26 *Los Angeles et al*, Central District Case No. CV 09-0276 CBM (RZx) (in a civil rights action,  
27 finding rates of \$450-\$550 for staff attorneys, \$240 for paralegals and \$250 for summer associates  
28 reasonable)); *id.*, Exh. C (Order Re Attorney's Fees and Costs, *Cessy Lauderdale et al v. City of*  
*Long Beach et al*, Central District Case No. CV 08-0979 ABC (JWJx) ("*Cessy Lauderdale*  
*Order*") (finding rates of \$375-\$525 for staff attorneys and \$165 for law clerks reasonable in a  
Southern California civil rights class action)).

1 other attorneys working in their field.<sup>116</sup> With the exception of Pearlman’s rate, which reflects her  
2 position as DRLC’s executive director and her years of experience, DRLC’s rates fall well within  
3 the range of those approved in earlier, similar cases in this same community.

4 As evidence that Milbank’s rates are reasonable, counsel adduce evidence regarding the  
5 firm’s and individual attorneys’ considerable experience handling complex civil litigation. They  
6 note that Milbank’s peer firms are large international firms headquartered in New York.<sup>117</sup> They  
7 proffer a National Law Journal article,<sup>118</sup> and cite Thomson Reuters’ Peer Monitor Public Rates  
8 program,<sup>119</sup> as evidence that average hourly rates for their peer firms are “high.” The Thomson  
9 Reuters’ program corroborates the numbers cited in the National Law Journal article. The  
10 program compiles attorney and support staff hourly rates as publicly reported in court filings  
11 throughout the country.<sup>120</sup> Thomson Reuters found that in 2012, the highest average hourly rate  
12 for partners based in the New York and California offices of Am Law 100 law firms was \$1195  
13 for partners, \$990 for associates, and \$665 for assistants and paralegals.<sup>121</sup> Class counsel do not  
14 provide information concerning the lowest average hourly rates, but Milbank’s rates in this case  
15 are well below the high averages.

16 Counsel also cite past cases in which courts have approved Milbank’s hourly rates, both  
17 in complex commercial cases and actions in which Milbank served as pro bono counsel. None  
18 of the cases is direct evidence of rates in this community for this type of litigation, as they are

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20 <sup>116</sup>*Cessy Lauderdale Order* (citing the declarations of other civil rights attorneys that  
21 DRLC’s rates are reasonable).

22 <sup>117</sup>Vinzon Fee Decl., ¶¶ 20-21.

23 <sup>118</sup>*Id.*, Exh. D (Karen Sloan, *\$1,000 Per Hour Isn’t Rare Anymore; Nominal billing levels*  
24 *rise, but discounts ease blow*, The National Law Journal, January 13, 2014 (“National Law  
25 Journal Article”) (stating that firms with the primary office in New York have average hourly  
rates of \$882 for partners and \$520 for associates)).

26 <sup>119</sup>*Id.*, ¶ 21.

27 <sup>120</sup>*Id.*

28 <sup>121</sup>*Id.*



1 from other districts or do not involve civil rights class actions.<sup>122</sup> They nonetheless provide some  
2 evidence that the rates Milbank seeks to have the court in calculating the lodestar are reasonable.  
3 The rates Milbank seeks to have to court use in this case are within the range of rates approved  
4 in the commercial litigation cases cited – and for the most part near the low end of those ranges.  
5 While the rates awarded by the court in a Southern District of New York disability rights action  
6 are lower than those Milbank asks the court to employ here, Milbank’s willingness to discount its  
7 lodestar by 25 percent accounts for a good portion of the discrepancy.

8 Class counsel have many years of experience in class action and civil rights litigation.  
9 Although the Milbank rates are higher than those charged by DRLC, counsel state “[i]t was  
10 essential for the DRLC to co-counsel with the attorneys from Milbank[,] . . . particularly given  
11 their expertise and experience with litigation.”<sup>123</sup> Based on the evidence proffered concerning  
12 counsel’s experience and prevailing rates in the Los Angeles legal community, the court  
13 determines that the hourly rates requested are reasonable.

## 14 (2) Reasonableness of the Hours Expended

15 A court may award attorneys’ fees only for the number of hours it concludes were  
16 reasonably expended on the litigation. *Hensley*, 461 U.S. at 434 (“[Counsel] should make a good  
17 faith effort to exclude . . . hours that are excessive, redundant, or otherwise unnecessary”).  
18 “[T]he fee applicant bears the burden of documenting the appropriate hours expended in the  
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21 <sup>122</sup>Vinzon Fee Decl., ¶¶ 3, 17, Exh. E (*In re Circus and Eldorado Joint Venture, et al.*,  
22 United States Bankruptcy Court, District of Nevada, Case No. BK-12-51156, ¶¶ 3, 17 (approving  
23 rates of \$825 to \$1,140 for partners, \$295 to \$750 for associates and senior attorneys, and \$130  
24 to \$290 for legal assistants)); *id.*, Exh. G (*LV v. New York City Department of Education*, United  
25 States District Court, Southern District of New York, Case No. 03 Civ. 9917 (New York  
26 disability rights class action in which the court found reasonable a \$600 hourly rate for a Milbank  
27 partners, \$225-\$375 hourly rates for associates, and \$150 hourly rates for Milbank paralegals);  
*id.*, Exh. H (*Instrumentation Laboratory Co. v. Walter Binder*, United States District Court,  
Southern District of California, Case No. 11-cv-0965 (San Diego patent litigation in which the  
court found reasonable hourly rates of \$725 to \$842 for Milbank partners – reduced from \$950-  
1030 and \$900 – and \$475 for all Milbank associates).

28 <sup>123</sup>Rivera Fee Decl., ¶ 19.

1 litigation and must submit evidence in support of th[e] hours worked. . . .” *Gates v.*  
2 *Rowland*, 39 F.3d 1439, 1449 (9th Cir. 1994) (quoting *Gates v. Deukmejian*, 987 F.2d 1392,  
3 1397-98 (9th Cir. 1992)); *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210 (9th Cir. 1986)  
4 (“[C]ounsel bears the burden of submitting detailed time records justifying the hours claimed to  
5 have been expended”); *Pac. W. Cable Co. v. City of Sacramento*, 693 F.Supp. 865, 870 (E.D.  
6 Cal. 1988) (“The cases do not indicate that every minute of an attorney’s time must be  
7 documented; they do, however, require that there be adequate description of how the time was  
8 spent, whether it be on research or some other aspect of the litigation. . .”).

9 Counsel report that they have spent 727.06 attorney hours working on Garcia’s claims  
10 against the LACOE defendants between the time the action was filed in 2009 and the 2011  
11 settlement.<sup>124</sup> Both firms submitted records of the time expended and expenses incurred.<sup>125</sup> Rivera  
12 states that DRLC reviewed its records and “wrote-off certain time due to a variety of reasons,  
13 such as too much time being spent on a task or if the task was arguably overstaffed.”<sup>126</sup> Similarly,  
14 Milbank “deduct[ed] certain time entries that [it], in the exercise of its billing judgment, . . .  
15 elected not to claim.”<sup>127</sup> Although work on the case continued, culminating in the amended  
16 settlement agreement in 2015,<sup>128</sup> counsel seeks fees only for time expended through the date of the  
17 first settlement agreement in 2011.<sup>129</sup> The court finds the total number of hours class counsel  
18 expended and included in the lodestar calculation reasonable.

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22 <sup>124</sup>*Id.*, ¶ 30; Vinzon Fee Decl., ¶ 19.

23 <sup>125</sup>Vinzon Fee Decl., Exh. C; Rivera Fee Decl., Exh. C.

24 <sup>126</sup>Rivera Fee Decl., ¶ 23.

25 <sup>127</sup>Vinzon Fee Decl., ¶ 18.

26 <sup>128</sup>Amended Settlement Agreement.

27 <sup>129</sup>Rivera Fee Decl., ¶ 31; Vinzon Fee Decl., ¶ 18.

1 In sum, Milbank's lodestar is \$257,730,<sup>130</sup> while DRLC's is \$69,301.37.<sup>131</sup> These amounts  
2 total \$327,031.37. Counsel's request for fees and costs of \$256,000 is thus lower than the amount  
3 the court would consider a reasonable fee.

4 **(3) Costs**

5 The district court must also determine an appropriate award of costs. See  
6 FED.R.CIV.PROC. 23(h) ("In a certified class action, the court may award reasonable attorney's  
7 fees and nontaxable costs that are authorized by law or by the parties' agreement"); *Trans*  
8 *Container Services v. Security Forwarders, Inc.*, 752 F.2d 483, 488 (9th Cir. 1985). One court  
9 has noted that, in evaluating the reasonableness of costs, "the judge has to step in and play  
10 surrogate client." See *In re Continental Illinois Securities Litigation*, 962 F.2d 566, 572 (7th Cir.  
11 1992). In keeping with this role, the court must examine prevailing rates and practices in the legal  
12 marketplace to assess the reasonableness of the costs sought. *Jenkins*, 491 U.S. at 286-87.  
13 "Expenses such as reimbursement for travel, meals, lodging, photocopying, long-distance  
14 telephone calls, computer legal research, postage, courier service, mediation, exhibits, document  
15 scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, No.  
16 SACV 06-350 DOC (JCx), 2012 WL 3151077, \*12 (C.D. Cal. July 31, 2012). Courts also have  
17 discretion to reimburse consulting and expert witness fees. *In re Media Vision Technology*  
18 *Securities Litigation*, 913 F.Supp. 1362, 1366-67 (N.D. Cal. 1996).

19 Costs are included in class counsel's request that the court award \$256,000. DRLC reports  
20 that its costs related to Garcia's claims against LACOE are \$790.88;<sup>132</sup> Milbank states its costs  
21 associated with those claims are \$11,048.60.<sup>133</sup> Both firms recorded costs contemporaneously as  
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24 <sup>130</sup>Vinzon Fee Decl., ¶ 19.

25 <sup>131</sup>Rivera Fee Decl., ¶ 30.

26 <sup>132</sup>Rivera Declaration 3, ¶ 34.

27 <sup>133</sup>Vinzon Declaration 2, ¶ 9.


1 they were incurred.<sup>134</sup> Based on the information they have provided, the court finds the costs  
2 reasonable. When these amounts are added to the lodestar fees the court found reasonable, the  
3 lodestar fees and costs total \$338,870.85.

4 The fees and costs counsel ask the court to award represent a 24.45% discount from this  
5 number. Because both the lodestar fees and the costs are reasonable, and because counsel ask the  
6 court to award an amount less than those fees and costs, the court grants their request.

7  
8 **III. CONCLUSION**

9 For the reasons stated, the court grants Garcia's motion for final approval of his settlement  
10 with the LACOE defendants. It also grants class counsel's motion for attorneys' fees and costs  
11 and awards them \$256,000.

12  
13 DATED: September 14, 2015

  
MARGARET M. MORROW  
UNITED STATES DISTRICT JUDGE

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<sup>134</sup>Vinzon Declaration 2, ¶ 9; Rivera Declaration 3, ¶ 34.

# Exhibit C

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COMMUNITIES ACTIVELY  
LIVING INDEPENDENT AND  
FREE, a nonprofit corporation, and  
AUDREY HARTHORN, an  
individual, on behalf  
of themselves and ALL OTHERS  
SIMILARLY SITUATED

Plaintiffs,

vs.

CITY OF LOS ANGELES, a  
public entity, and COUNTY OF  
LOS ANGELES, a public entity,

Defendants.

}  
CASE NO. CV 09-0287 CBM (RZx)  
} CLASS ACTION  
} ORDER GRANTING PLAINTIFFS'  
} APPLICATION FOR REASONABLE  
} ATTORNEYS' FEES AND COSTS  
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Before the court is Plaintiffs' Application for Reasonable Attorneys' Fees and Costs. [Docket No. 234.] Plaintiffs have applied to the Court for an order approving attorneys' fees and reimbursement of litigation costs to Class Counsel in the amount of \$1,225,000, and up to \$75,000 in attorneys' fees and costs for

1 monitoring the Settlement Agreement (“Agreement”). Defendant County of Los  
2 Angeles does not oppose the motion, and these are the amounts contained in the  
3 proposed class settlement agreement between the Plaintiffs and the County.

4 Having read the papers submitted and carefully considered the arguments and  
5 relevant legal authority, and good cause appearing, the Court GRANTS Plaintiffs’  
6 Motion for Reasonable Attorneys’ Fees and Costs and finds and rules as follows:

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

8 1. The Court finds that Plaintiffs have submitted sufficient evidence  
9 supporting their claim for reasonable attorneys’ fees and costs, and hereby  
10 approves the settlement of attorneys’ fees and costs in the amount of \$1,225,000  
11 for work performed on this matter, as stated in Section VII of the Agreement. The  
12 Court also approves the availability of fees and costs for monitoring the  
13 Agreement after Final Approval, in an amount up to \$75,000, as stated in Section  
14 VI.G of the Agreement.

15 2. The Court finds that Plaintiffs have provided sufficient evidence,  
16 including time records detailing the tasks performed on this matter and  
17 declarations from practitioners in the field, supporting the reasonableness of their  
18 2012 requested hourly rates. The Court finds that the requested hourly rates  
19 correspond to the prevailing market rate in the relevant community, considering  
20 the experience, skill, and reputation of the attorneys in question.

21 3. Class counsel stated that no other litigation in the country has sought  
22 to determine the nature and extent of a municipality’s obligation to include  
23 persons with disabilities in its emergency preparedness and planning efforts.  
24 Therefore, counsel had to conduct considerable research, familiarize themselves  
25 with the fact intensive literature on the subject of emergency planning, and  
26 explore untested legal theories. The active litigation included extensive,  
27 voluminous discovery, numerous depositions, and thousands of pages of  
28



1 documents. The negotiations were thorough, involving many teleconferences, in-  
2 person meetings, and conferences and mediation sessions before two judges.  
3 Additionally, after a joint request to stay the litigation, the Court approved a  
4 process where Plaintiffs and the Defendant County would coordinate to draft a  
5 “Persons with Disabilities and Access and Functional Needs Annex,” (“Annex”)  
6 for which the experts conferred and resolved many issues, and any disputes were  
7 referred to counsel. Resolving the issues involved many settlement conferences  
8 on the phone and in person, and multiple proposals and drafts by both parties.  
9 After the Annex was sent out for public comment in late 2011, the U.S.  
10 Department of Justice detailed its concerns, after which a second draft was  
11 developed and Defendant County of Los Angeles developed a work plan.  
12 Negotiations continued for five months regarding the scope of the Annex and  
13 workplan. Parties then attended two mediation sessions in February and July 2012  
14 and were able to resolve all outstanding substantive issues. After the July  
15 mediation session, parties continued to work together to finalize the Agreement  
16 and other matters, including attorneys’ fees and costs. The proposed settlement  
17 was approved by the Los Angeles County Board of Supervisors on October 15,  
18 2012.

19 4. The Court finds that Class Counsel was efficient in allocating work.  
20 Counsel states that only four attorneys performed the majority of the work  
21 required, that discrete tasks were given to other attorneys as needed, and that a  
22 small group of attorneys litigated the entire case. Counsel also states that  
23 Attorneys Wolinsky, Smith, and Gilbride from Disability Rights Advocates  
24 (“DRA”), and Attorney Parks from Disability Rights Legal Center (“DRLC”), did  
25 a majority of the work.

26 5. In support of the hourly rates quoted by lead attorneys in this case,  
27 Attorney Wolinsky is a graduate of Yale Law School in 1961 and has been  
28

1 practicing law and trying cases for over 50 years. He has been the lead and trial  
2 attorney in well over 150 class action and high-impact cases, and has tried and  
3 argued cases before the California and New York Federal Courts, the California  
4 and Hawaii Supreme Courts, and many other appellate courts. He is the Director  
5 of Litigation at DRA and is considered one of the foremost experts nationally on  
6 civil rights and disability law, and is requesting an hourly rate of \$860. Attorney  
7 Parks is a 1999 graduate of University of California at Berkeley, Boalt Hall, and is  
8 nationally recognized as a leading disability rights attorney and has been co-  
9 director of litigation at DRA since April 2012. From 2005 to March 2012, she  
10 was at the DRLC, where she was a litigation attorney, and later the legal director  
11 from 2009 to 2012, and is requesting an hourly rate of \$665. Attorney Smith is  
12 managing attorney at DRA, and graduated from U.C. Berkeley, Boalt Hall Law  
13 School in 2005. She received the 2013 California Lawyer Magazine Attorney of  
14 the Year Award in the area of Disability Law for her work on this litigation and  
15 the 2010 California Lawyer Attorney of the Year Award in the area of Disability  
16 Law for her work on the above referenced Caltrans case, and is requesting an  
17 hourly rate of \$555. Attorney Gilbride is a 2007 graduate of Georgetown Law  
18 School and worked on this case as part of DRA. Attorney Gilbride served as a  
19 law clerk to Judge Ronald Gould on the U.S. Court of Appeals for the Ninth  
20 Circuit in Seattle. She conducted much of the written discovery and took and  
21 defended several depositions. She was also responsible for all expert discovery,  
22 and is knowledgeable in the requirements for emergency preparedness under the  
23 law, and is requesting an hourly rate of \$430.

24 6. In support of the hourly rates quoted by other attorneys in this case,  
25 Attorney Uzeta is a 1992 graduate of University of California at Davis, King Hall  
26 School of Law, with a Certification in Public Interest Law. She has practiced  
27 exclusively in the area of civil rights law, in particular disability rights, since  
28

1 1993. From February 1995 to August 2008, she worked as an attorney at  
2 Disability Rights California (“DRC”), the largest disability rights organization in  
3 the nation, where she represented individuals and classes with disabilities in  
4 federal and state litigation. From August 2008 to December 2010, she was  
5 employed as the Litigation Director of the Southern California Housing Rights  
6 Center, a Los Angeles based nonprofit whose mission is to combat housing  
7 discrimination, where she engaged mostly in disability discrimination cases, and is  
8 requesting an hourly rate of \$700. Attorney Paradis is the Executive Director and  
9 Co-Director of Litigation at DRA. He graduated from Harvard Law School in  
10 1985 and has extensive experience with disability rights litigation, and has  
11 received several awards for his work on precedent setting disability rights cases,  
12 including the California Lawyer Magazine Attorney of the Year Award in 2003  
13 and 2011 and the Trial Lawyer of the Year Award from the San Francisco Trial  
14 Lawyers Association. Mr. Paradis assisted with advising the litigation team on  
15 settlement strategy and potential experts, and is requesting an hourly rate of \$800.  
16 Attorney Elsberry is a 1987 graduate of University of California, Hastings College  
17 of Law. He was a Managing Attorney at DRA from 2009 to 2012, and is currently  
18 a Senior Staff Attorney at DRLC. He assisted with certain tasks relating to class  
19 certification, and is requesting an hourly rate of \$725. Attorney Weed is a 2002  
20 graduate of the University of Michigan Law School. She was involved in the  
21 preliminary investigation and review of the voluminous public records, and is  
22 requesting an hourly rate of \$600. Attorney Biedermann is a 2007 graduate of  
23 Yale Law School and was an Arthur Liman Fellow at DRA from 2007 to 2009.  
24 She assisted with the review of many public records and drafting the complaint,  
25 and is requesting an hourly rate of \$430. Attorney Chuang is a 2007 graduate of  
26 University of Pennsylvania Law School and has been a Staff Attorney at DRA  
27 since 2011. Previously, she was a Litigation Associate at Latham & Watkins LLP.  
28

1 She primarily worked on finalizing the settlement agreement, providing notice to  
2 the class, and drafting the motions for preliminary and final approval, as well as  
3 the motion for reasonable attorneys' fees and costs, and is requesting an hourly  
4 rate of \$430. Attorney Janssen is currently a Staff Attorney at DRA and graduated  
5 from New York University School of Law in 2010. She assisted with discrete  
6 tasks relating to the negotiation of the County's Work Plan and draft Annex, and  
7 is requesting an hourly rate of \$330. Attorneys Patkin, Lee, and Strugar worked  
8 on the case in their capacity as attorneys at DRLC. Former DRLC staff attorney  
9 Patkin is a 2007 graduate of UCLA School of Law, and is requesting an hourly  
10 rate of \$450. Former DRLC staff attorney Strugar is a 2004 graduate of USC  
11 Gould School of Law, and is requesting an hourly rate of \$525. Former DRLC  
12 staff attorney Lee is a 2003 graduate of Loyola Law School, and is requesting an  
13 hourly rate of \$550. The Fee Experts cited by Attorneys indicate that the hourly  
14 rates requested by all of these attorneys is reasonable.

15 7. The Court finds that the rate of \$240 for DRA's paralegals and \$250  
16 for its summer associates is reasonable. DRA's paralegals are college graduates  
17 that have worked under attorney supervision for over a year. DRA's summer  
18 associates generally have two full years of law school experience before working  
19 at DRA for their second-year summer. The Court further finds that the hourly rate  
20 of \$230 for DRLC's law clerks and litigation assistants is reasonable.

21 8. The Court hereby approves the following 2012 hourly rates and hours  
22 expended:

<b>DRA</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Sid Wolinsky	\$860.00	700.00	\$602,000.00
Shawna Parks	\$665.00	81.40	\$54,131.00
Mary-Lee Smith	\$555.00	139.50	\$77,422.50
Karla Gilbride	\$430.00	494.40	\$212,592.00

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<b>DRA</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Larry Paradis	\$800.00	15.80	\$12,640.00
Ron Elsberry	\$725.00	18.30	\$13,267.50
Katherine Weed	\$600.00	20.50	\$12,300.00
Stephanie Biedermann	\$430.00	184.00	\$79,120.00
Christine Chuang	\$430.00	125.00	\$53,750.00
Kara Janssen	\$330.00	36.40	\$12,012.00
Summer Associates	\$250.00	26.70	\$6,675.00
Paralegals	\$240.00	260.90	\$62,616.00

<b>DRLC</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Michelle Uzeta	\$700.00	35.50	\$24,850.00
Shawna Parks	\$665.00	285.60	\$189,924.00
Debra Patkin	\$450.00	143.50	\$64,575.00
Jennifer Lee	\$550.00	16.00	\$8,800.00
Matthew Strugar	\$525.00	20.20	\$10,605.00
Law Clerk	\$230.00	122.90	\$28,267.00
Steve Cueller (Litigation Assist.)	\$230.00	4.70	\$1,081.00

9. The Court finds that the hourly rates and hours expended are reasonable under established Ninth Circuit law. *See Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1119 (9th Cir. 2000) (citing the lodestar figure and the requirement to consider factors outlined in *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)).<sup>1</sup>

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<sup>1</sup> The requested Attorneys’ Fees and Costs stem from negotiations between Class Counsel and the County of Los Angeles, and are much lower than the fees calculated under the lodestar method. The calculated fees, without any multiplier, are \$1,526,628.00 and the costs expended are \$47,903.05, for a total of \$1,574,531.05, which is \$349,531.05 greater than the amount negotiated by the Settlement. Since this case involved injunctive and declaratory relief, the Fee award will not result in an “inequity” between Counsel and Class Members. *See In re HP Inkjet Printer Litig.*, 11-16097, --- F.3d ----, 2013 WL 1986396, \*1, \*5 (9th Cir. May 15, 2013) (reasoning that “coupon” settlements may create inequity where Class Counsel request fees and

1           10. The Court further finds that Counsel has submitted sufficient  
2 evidence of the time and effort undertaken by Class Counsel in prosecuting and  
3 settling the claims, and that this time and effort was reasonable and necessary in  
4 light of the needs of the litigation.

5           In accordance with the terms of the Agreement, the County of Los Angeles  
6 shall pay attorneys' fees and reimbursement of litigation costs to Class Counsel in  
7 the amount of \$1,225,000 within ninety (90) days of this Order (September 9,  
8 2013) and up to \$75,000 for monitoring the Agreement within six (6) years of this  
9 Order.

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**IT IS SO ORDERED.**

DATED: June 10, 2013



CONSUELO B. MARSHALL  
UNITED STATES DISTRICT JUDGE

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costs).

# Exhibit D



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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PETER JOHNSON, DONALD  
PETERSON, MICHAEL CURFMAN,  
ANDRE BUTLER, JOE GONZALEZ,  
COLUMBUS GRIGSBY, and  
DERRICK WHITE  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT, a public  
entity; LEROY BACA, as Sheriff of  
the County of Los Angeles

Defendants

Case No. CV 08-03515 DDP (SHx)  
Honorable Dean D. Pregerson

**ORDER  
GRANTING PLAINTIFFS'  
MOTION FOR REASONABLE  
ATTORNEY'S FEES**

1 The Court determines that, for the reasons stated in Plaintiffs' Memorandum  
2 in Support of the Motion for Attorney's Fees, an award of fees and expenses of  
3 \$2,200,00.00 as provided by the Settlement Agreement as compensation for their  
4 work on this lawsuit is warranted. The Court therefore awards fees and expenses to  
5 Plaintiffs' counsel in the amount of \$2,200,000.00.

6 **IT IS SO ORDERED.**

7  
8 DATED: March 24, 2015



9 \_\_\_\_\_  
10 The Honorable Dean D. Pregerson

# **Exhibit E**

1 Richard Diaz (SBN: 285459)  
2 *Richard.Diaz@lls.edu*  
3 DISABILITY RIGHTS LEGAL CENTER  
4 800 S. Figueroa St., Ste. 1120  
5 Los Angeles, CA 90017  
6 Tel: (213) 736-1496; Fax: (213) 736-1428

7 Melinda Bird, Esq. (SBN: 102236)  
8 *Melinda.Bird@disabilityrightsca.org*  
9 DISABILITY RIGHTS CALIFORNIA  
10 350 South Bixel Street, Suite 290  
11 Los Angeles, CA 90017  
12 Tel: (213) 213-8000; Fax: (213) 213-8001

13 *Attorneys for Named Plaintiffs and the Class (continued on next page)*

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 PETER JOHNSON, DONALD  
17 PETERSON, MICHAEL CURFMAN,  
18 ANDRE BUTLER, JOE GONZALEZ,  
19 COLUMBUS GRIGSBY, and  
20 DERRICK WHITE  
21 on behalf of themselves and all others  
22 similarly situated,

23 Plaintiffs,

24 vs.

25 LOS ANGELES COUNTY  
26 SHERIFF'S DEPARTMENT, a public  
27 entity; LEROY BACA, as Sheriff of  
28 the County of Los Angeles

Defendants

Case No. CV 08-03515 DDP (SHx)  
Honorable Dean D. Pregerson

**DECLARATION OF RICHARD  
DIAZ IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
REASONABLE ATTORNEY'S  
FEES**

DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEY'S FEES

1 Peter Eliasberg (SBN: 189110)

*peliasberg@aclusocal.org*

2 Hector Villagra (SBN: 177586)

*hvillagra@aclusocal.org*

3 Jessica Price (SBN: 264053)

*jprice@aclusocal.org*

4 ACLU FOUNDATION OF SOUTHERN CALIFORNIA

5 1313 West Eighth Street

6 Los Angeles, CA 90017

7 Tel: (213) 977-9500; Fax: (213) 201-7877

8 Stephen R. Smerek (SBN: 208343)

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9 WINSTON & STRAWN LLP

10 333 S. Grand Avenue

11 Los Angeles, CA 90071

12 Tel: (213) 615-1700; Fax: (213) 615-1750

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27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES



1 3. Among other matters, the DRLC engages in class action and other impact  
2 litigation as well as individual advocacy on behalf of students with disabilities who  
3 are or may be eligible for special education and who have been denied special  
4 education and related services or have been denied the appropriate services. DRLC  
5 handles cases in which the client or clients cannot afford to retain a law firm,  
6 where other lawyers will not handle the matter and/or where the injunctive relief is  
7 the primary outcome of the litigation.

8 **Results Obtained in this Matter**

9 4. Plaintiffs obtained excellent results in this case as a result of the  
10 settlement reached with the Los Angeles County Sheriff's Department.

11 5. The following is a summary of all that the Defendants have done or have  
12 agreed to do as part of the agreement: (a) add an accessible toilet in the Inmate  
13 Reception Center, (b) construct new ADA compliant units in Twin Towers to  
14 house inmates with disabilities, (c) maintain the accessibility of existing ADA  
15 units in Men's Central Jail, (d) add accessible features to cells and showers in  
16 general population such as grab bars and shower benches, (e) allow inmates with  
17 mobility impairments to serve as trustees on the same floor in which they are  
18 housed, (f) provide inmates with mobility impairments equal access to programs,  
19 and notify inmates with mobility impairments of the programs available to them,  
20 (g) create and staff a physical therapy room in Men's Central Jail and attempt to  
21 create a similar room in the Twin Towers facility, (h) allow outdoor recreation  
22 time for inmates with mobility impairments to start when they arrive at the  
23 recreation area, (i) provide thermal clothing for outdoor recreation, (j) commit to  
24 tracking medical complications to inmates with mobility impairments once the  
25 system is updated, (k) ensure wheelchairs will have working brakes and, unless  
26 medical personnel decide otherwise, will also have armrests and footrests, and (l)  
allow monitoring for three years by the newly created Office of Inspector General.

27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES





1 granted Plaintiffs' motion on October 15, 2012, certifying a class of, "All present  
2 and future detainees and inmates in Los Angeles County jails with mobility  
3 impairments who because of their disabilities, need appropriate accommodations,  
4 modifications, services, and/or physical access in accordance with federal and state  
5 disability laws," and appointing Plaintiffs' counsel as class counsel.

6 10. Plaintiffs and Defendants have both engaged in extensive discovery.  
7 Defendants issued (and Plaintiffs responded to) Interrogatories and Requests for  
8 Production, and deposed the Named Plaintiffs. Plaintiffs issued (and Defendants  
9 responded to) Interrogatories, Requests for Production, and Requests for  
10 Admission, took a number of depositions, and conducted a site inspection of the  
11 Twin Towers Jail Facility.

12 11. On August 20, 2013, the parties engaged in private mediation before  
13 Hon. Dickran Tevrizian, Retd., a well-known mediator familiar with cases  
14 involving complex issues. The parties agreed to the terms of the settlement at the  
15 parties' August 20, 2013 mediation. In October, 2014, the Los Angeles County  
16 Board of Supervisors approved the settlement agreement.

17 **Qualifications and Billing Practices**

18 12. I earned my J.D. from Southwestern University School of Law in 2012. I  
19 have been involved in this case since 2013 and have been the lead DRLC attorney  
20 since July 2014. My practice for the past three years has been in the area of civil  
21 rights with a focus on disability rights law. I have represented both individuals and  
22 classes in federal litigation concerning disability discrimination by public and  
23 private entities. I have participated in litigation over the last several years including  
24 settling *Calderon v. MTA of Los Angeles*, No. CV13-01381MFW(MRW) (C.D.  
25 Cal.2013) (requiring change in policy governing wheelchair accessibility),  
26 assisting with litigation in *Ms. Wheelchair California v. Starline Tours*, No. CV11-

27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES

1 02620JFW (CWx) (C.D. Cal. 2011) (resulting in company-wide change in policy  
2 governing accessible tours and seating), and successfully co-leading the team that  
3 litigated *GLAD v. Reels Services Management, LLC* No. CV1307172 (C.D.Cal.  
4 2013) (Class action seeking reasonable accommodation for deaf and hard of  
5 hearing patron in the subject theatres, recently primarily approved for settlement)  
6 to potential settlement. Attached hereto as Exhibit B is a true and correct copy of  
7 my current resume. My current hourly billing rate is \$325.

8 13. In addition to myself, Plaintiffs are seeking compensation for seven  
9 additional DRLC attorneys who billed on this matter: (1) Jennifer Lee, former  
10 staff attorney; (2) Tiffany Green, former staff attorney (3) Matthew Strugar, former  
11 staff attorney; (4) Sage Reeves, former staff attorney; (5) Shawna L. Parks, former  
12 Legal Director of the DRLC; and (6) Michelle Uzeta, former Legal Director of the  
13 DRLC; and (7) Paula Pearlman, former Executive Director of the DRLC. I am  
14 personally aware of the qualifications of the other lawyers staffing this case.

15 14. Jennifer Lee is a 2003 graduate of Loyola Law School and is billed at a  
16 rate of \$550 per hour. Ms. Lee was primarily responsible for interviewing clients  
17 and maintaining client contact. She also was involved in researching the  
18 substantive legal issues related to the case and drafting declarations as well as  
19 preparing briefs.

20 15. Tiffany Green is a 2005 graduate of UCLA School of Law and is billed at  
21 a rate of \$500 per hour. Ms. Green was responsible for organizing jail visits,  
22 interviewing clients, and maintaining client contact. She also was involved in  
23 researching the substantive legal issues related to the case and drafting motions.

24 16. Matthew Strugar is a 2004 graduate of USC Gould School of Law and is  
25 billed at a rate of \$525 per hour. Mr. Strugar was responsible for interviewing  
26 clients, and maintaining client contact. He also was involved in researching the

27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES

1 substantive legal issues related to the case and drafting motions. Mr. Strugar also  
2 was responsible for review and responding to discovery.

3 17. Sage Reeves is a 2001 graduate of UC Davis School of Law and is billed  
4 at a rate of \$625 per hour. Ms. Revees was responsible for interviewing clients and  
5 preparing declarations. She also was involved in researching the substantive legal  
6 issues related to the case and drafting motions. Ms. Reeves also interacted with  
7 case experts and organized site visits and reviewed expert reports.

8 18. Shawna L. Parks is a 2000 graduate of UC Berkeley School of Law. She  
9 was the former Legal Director of the DRLC. Ms. Parks' hourly billing rate is \$665  
10 per hour. In this case I understand that the role of Ms. Parks was that of directing  
11 and supervising other attorneys on the case. She also was involved in researching  
12 the substantive legal issues related to the case and the drafting of motions. Ms.  
13 Parks also interacted with case experts and participate in mediations and settlement  
14 conferences. Ms. Parks was also responsible for overall strategy of the case.

15 19. Michelle Uzeta is the former Legal Director of the DRLC. Ms. Uzeta's  
16 hourly billing rate is \$700 per hour. In this case I understand that the role of Ms.  
17 Uzeta was that of directing and supervising other attorneys on the case. She also  
18 was involved in researching the substantive legal issues related to the case and the  
19 drafting of motions. Ms. Uzeta also participated in settlement conferences and in  
20 the drafting of the settlement agreement.

21 20. Paula Pearlman is the former Executive Director of the DRLC. Ms.  
22 Pearlman's hourly billing rate is \$800 per hour. In this case I understand that the  
23 role of Ms. Pearlman was that of directing and supervising other attorneys on the  
24 case. She reviewed and approved of motions for filing and in participated in the  
25 overall strategy of the case. Ms. Pearlman also attended in mediation and  
26 settlement conferences from the cases inception to settlement.

27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES

1 21. Other DRLC attorneys also did limited worked on this matter, including:  
2 Kathryn Tucker, Executive Director, Maronel Barajas, Managing Attorney,  
3 Umbreen Bhatti, former staff attorney, Trevor Finneman, former staff attorney,  
4 Michelle Magar, former staff attorney, and former staff attorney Josephine Lee-  
5 Nozaki. These attorneys either participated on discrete assignments, or consulted  
6 on the matter more generally.

7 22. In exercising billing judgment, as discussed more fully below in  
8 paragraphs 28 - 32, DRLC has not charged for the time expended by the attorneys  
9 listed in paragraph 20 on this case.

10 23. DRLC law clerks also worked on this matter at the rate of \$230 per hour.  
11 DRLC relies on its law clerks primarily to do legal and factual research, and did so  
12 in this matter. DRLC's law clerks are law students from local law schools,  
13 including Loyola Law School. Law clerks on this matter performed legal research  
14 and fact investigation as well as synthesis of facts and data.

15 24. In my experience, the manner in which DRLC staffed this case is fairly  
16 standard for a case of this size and importance.

17 25. The attorneys at DRC, ACLU, and Winston & Strawn worked on this  
18 matter as co-counsel and as appropriate. It was essential for the DRLC to co-  
19 counsel with the attorneys from DRC, ACLU, and Winston & Strawn in this matter  
20 given their expertise in civil rights and experience with litigation. The specific  
21 work that they did on the case and their rates are discussed fully in the Declarations  
22 of Melinda Bird, Jessica Price, and Steven Smerek in Support of Plaintiffs' Motion  
23 for Attorneys' Fees and Costs that is filed herewith.

24 **Exercise of Billing Judgment and Determining the Lodestar**

25 26. The \$3,959,617.52 in fees and costs for DRLC, DRC, ACLU, and  
26 Winston attorneys combined represents only a portion of the actual hours expended  
27 by Plaintiffs' counsel in the over six years this case has been active, and also

28 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEY'S FEES



1 includes any fees for time expended on preparing the fee petition. In determining  
2 the reasonable attorneys' fees for work performed in this case DRLC calculated its  
3 lodestar based on its regular 2014 hourly rates. Thus, DRLC's total actual fees and  
4 costs to date are \$1,222,286.42. After exercising billing judgment and writing off  
5 certain time, DRLC's lodestar is \$1,197,009.86. *See* Exhibit B.

6 27. In determining DRLC's fees and costs, I carefully reviewed all of the  
7 DRLC attorneys' billing statements, some of which was done previously in  
8 consultation with Paula Pearlman, DRLC's former Executive Director. In  
9 reviewing this time spent by DRLC attorneys and law clerks, I exercised billing  
10 judgment and in doing so wrote-off certain time as discussed below in paragraphs  
11 28 through 32. I wrote-off certain time due to a variety of reasons, such as too  
12 much time being spent on a task or if the task was arguably overstaffed. I also no-  
13 charged all of the time expended on the case by attorneys who performed less than  
14 50 hours of work on the case.

15 28. I no-charged all of the time expended on the case by Umbreen Bhatti,  
16 former staff attorney, which amounted to 9.4 hours at a rate of \$500 per hour, for a  
17 total of \$4,700.

18 29. I no-charged all of the time expended on the case by Trevor Finneman,  
19 former staff attorney, which amounted to 1 hour at a rate of \$350 per hour for a  
20 total of \$350.

21 30. I also no-charged all of the time expended by Michelle Magar, former  
22 staff attorney, which amounted to .5 hours at a rate of \$680 for a total of \$340.

23 31. I no-charged all of the time expended by Maronel Barajas, Managing  
24 Attorney, which amounted to 4.10 hours at a rate of \$550 per hour for a total of  
25 \$2,255.

26 32. I no-charged all of the time expended by Kathryn Tucker, Executive  
27 Director, which amounted to 6.6 hours at a rate of \$800 per hour for a total of

1 \$5,281.60.

2 33. With all the aforementioned deductions, the total amount of fees sought  
3 by DRLC via this fee motion is: \$1,140, 833.60.

4 34. DRLC’s method of recording attorneys’ fees consists of recording time  
5 spent on particular cases as contemporaneous as possible with the actual  
6 expenditure of the time, in tenth of an hour increments, and submitting those time  
7 records in the regular course of business. DRLC’s law clerks do the same.

8 35. DRLC carefully monitors its billing practices and rates in order to ensure  
9 that courts are able to properly perform the lodestar analysis for a fee award. As  
10 part of this process, DRLC regularly reviews its hourly rates and compares them to  
11 the general market both for litigation counsel and also for specialist civil rights and  
12 public interest legal services in California. In both instances, DRLC’s rates  
13 compare favorably.

14 36. The rates utilized by DRLC in the current matter are supported by the  
15 Declarations of Laurence Paradis and Barrett Litt, via declarations filed  
16 concurrently herewith.

17 37. I am personally involved or am familiar with the work of DRLC and the  
18 time its attorneys spent on this matter, and I can personally attest that it has been  
19 reasonably expended in pursuit of the litigation.

20 38. A summary of hours and attorneys’ fees sought by DRLC on this matter  
21 follows:

Attorney Name	Graduation	Billing Rate	Hours	Total Fees
Richard Diaz	2012	\$325.00	176.90	\$57,492.50
Jenifer Lee	2003	\$550.00	106.60	\$58,630.00
Tiffany Green	2005	\$500.00	285.60	\$142,800.00

27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS’ MOTION FOR  
28 ATTORNEY’S FEES



1	Matthew Strugar	2004	\$525.00	512.80	\$269,220.00
2	Sage Reeves	2001	\$625	66.90	\$41,812.50
3	Shawna Parks	1999	\$690	555.10	\$383,019.00
4	Michelle Uzeta	1992	\$700	101	\$70,700.00
5	Paula Pearlman	1982	\$800	64.87	\$51,893.33
6	Law Clerk		\$230	269.67	\$62,023.27
7	De Lira (Paralegal)		\$230	6.4	\$1,472.00
8	Sandoval (Paralegal)		\$230	.8	\$184.00
9	Long (Paralegal)		\$230	6.9	\$1,587.00
10	<b>Total</b>			<b>2153.54</b>	<b>\$1,140,833.60</b>

11  
 12 39. Attached as Exhibits C and D to this declaration is a copy of DRLC's  
 13 billing and costs records for the Johnson case from its inception to the present. I  
 14 have personally reviewed all the entries and calculations in this declaration. Any  
 15 calculation errors in the totals of hours, fees, or expenses are inadvertent and mine  
 16 alone.

17 40. In addition, DRLC seeks attorney's fees incurred in the preparation of the  
 18 instant motion. Attached as Exhibit F is a copy of DRLC's billing for preparing  
 19 this attorneys' fees motion.

20 41. In addition to fees, DRLC incurred out-of-pocket costs in this matter in  
 21 the amount of \$56,176.26. As with time records, costs are recorded in our system  
 22 as contemporaneously as possible to when they are incurred or when we are billed  
 23 by a third party, and are submitted by DRLC staff in the regular course of business.

24 42. In my opinion, the \$1,197,009.86 is a reasonable figure for attorneys'  
 25 fees and costs. DRLC's lodestar underestimates the time actually invested in  
 26 litigating this action in that time is inevitably lost or underestimated in the  
 27 recording process. Particularly given the amount of work invested in this matter,

1 the amount sought by Plaintiff in this matter represents a fair and reasonable fees  
2 and costs award in this case.

3 43. Further, in my opinion, the total \$2,200,000 in fees and costs for DRLC,  
4 DRC, ACLU, and Winston & Strawn attorneys combined is a reasonable figure for  
5 attorneys' fees and costs particularly given the amount of work invested in this  
6 matter. The amount sought by Plaintiffs in this matter represents a fair and  
7 reasonable fees and costs award in this case.

8 I declare under penalty of perjury of the laws of the United States of  
9 America that the foregoing is true and correct, and that this declaration was  
10 executed on March 2, 2015 in Los Angeles, California.

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14 RICHARD DIAZ

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27 DECLARATION OF RICHARD DIAZ IN SUPPORT OF PLAINTIFFS' MOTION FOR  
28 ATTORNEY'S FEES

# Exhibit F

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARK WILLITS, JUDY GRIFFIN,  
BRENT PILGREEN, and  
COMMUNITIES ACTIVELY LIVING  
INDEPENDENT & FREE (“CALIF”),  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

CITY OF LOS ANGELES, a public  
entity,

Defendant.

Case No.: CV 10-5782 CBM (RZx)

**ORDER GRANTING MOTION FOR  
ATTORNEYS’ FEES AND COSTS**

The matter before the Court is Plaintiffs’ unopposed Motion For Attorneys’ Fees and Costs brought pursuant to Fed. Rule of Civ. Proc. 23(h) (the “Motion”). (Dkt. No. 380.)

**I. PROCEDURAL AND FACTUAL OVERVIEW**

On August 4, 2010, Plaintiffs Mark Willits, Judy Griffin, Brent Pilgreen, and Communities Actively Living Independent and Free (“CALIF”) (collectively, “Named Plaintiffs”) filed a class action lawsuit on behalf of persons with mobility disabilities against the City of Los Angeles (the “City”) and various individual defendants based on the alleged inaccessibility of the City’s sidewalks and other

1 “pedestrian rights of way.” The Complaint asserted two federal claims under the  
2 American with Disabilities Act (the “ADA”) and Section 504 of the Rehabilitation  
3 Act of 1973 (“Rehabilitation Act” or “Section 504”), and four state law claims.

4 **A. State Court Actions**

5 In December 2006, Saundra Carter and nine other individuals filed a class  
6 action complaint in state court against the City alleging disability discrimination in  
7 connection with the City’s sidewalks. (Los Angeles Superior Court Case No.  
8 BC363305.) In December 2007, Nicole Fahmie commenced a class action  
9 against the City in state court based on, among other things, lack of ramps or  
10 cutouts on the City’s curbs. (Los Angeles Superior Court Case No. BC381773.)  
11 *Carter* and *Fahmie* (collectively, “*Carter/Fahmie*”) were consolidated on January  
12 27, 2011 under Case No. BC363305.<sup>1</sup>

13 Victor Pineda, Anatoli Ilyashov, and CALIF commenced a state court class  
14 action against the City and various individual defendants in December 2008 on  
15 behalf of persons with mobility disabilities who have been denied access to  
16 pedestrian rights of way in the City. (Los Angeles Superior Court Case No.  
17 BC403327, hereinafter “*Pineda*”.)

18 **B. Procedural History**

19 On December 10, 2010, the Court denied defendants’ motion to stay  
20 proceedings pending *Pineda*, but dismissed the state law claims without prejudice  
21 “to be pursued in state court.”<sup>2</sup> (Dkt. No. 57.) The Named Plaintiffs commenced  
22 a state court action against the City following this Court’s dismissal of their state  
23

24 \_\_\_\_\_  
25 <sup>1</sup> A settlement was reached in 2011 in *Carter/Fahmie*. Although the Named  
26 Plaintiffs objected to the *Carter/Fahmie* class action settlement, the settlement  
27 was approved by the Superior Court in 2012. The Named Plaintiffs appealed the  
28 Superior Court’s approval of the *Carter/Fahmie* settlement, and the California  
Court of Appeal reversed the Superior Court order certifying the settlement class  
and approving the settlement based on due process grounds. *Carter v. City of Los  
Angeles*, 224 Cal. App. 4th 808 (Cal. Ct. App. 2014).

<sup>2</sup> The Court also dismissed the individual defendants on that date. (Dkt. No. 57.)

1 law claims. (Case No. BC457403, hereinafter “*Griffin*”).<sup>3</sup>

2 The Court granted Plaintiffs’ motion for class certification for injunctive  
3 and declaratory relief only on January 3, 2011, and appointed Schneider Wallace  
4 Cottrell Konecky Wotkyns LLP (“SWCKW”), Disability Rights Legal Center  
5 (“DRLC”), Goldstein, Borgen, Dardarian & Ho (“GBDH”), and the Legal Aid  
6 Society – Employment Law Center (“LAS-ELC”) as Class Counsel. (Dkt. Nos.  
7 59, 177.)

8 Defendants filed a motion for judgment on the pleadings based on the  
9 purported res judicata effect of the State Court Actions, which was denied as  
10 premature by this Court on August 10, 2012. (Dkt. No. 150.)

11 The Court granted preliminary and final approval of the parties’ class action  
12 settlement agreement in this case (the “Settlement Agreement”).

13 Plaintiffs’ instant Motion seeks \$13,300,000 in attorneys’ fees and  
14 \$1,700,000 in costs expended in connection with this litigation and the State Court  
15 Actions.<sup>4</sup>

## 16 II. STATEMENT OF THE LAW

17 Federal Rule of Civil Procedure Rule 23(h) provides that “[i]n a certified  
18 class action, the court may award attorney’s fees and nontaxable costs that are  
19 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h).

20 In “civil rights and other injunctive relief class actions, courts often use a  
21 lodestar calculation because there is no way to gauge the net value of the  
22 settlement or any percentage thereof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
23 1029 (9th Cir. 1998). In determining the amount of a reasonable fee, the Court  
24 first determines “the number of hours reasonably expended on the litigation  
25 multiplied by a reasonable hourly rate.” *Jankey*, 537 F.3d at 1132 (citing *Hensley*

26 <sup>3</sup> *Carter/Fahmie, Pineda, and Griffin* shall be collectively referred to herein as the  
27 “State Court Actions.”

28 <sup>4</sup> Currently pending before the Clerk is Plaintiffs’ application to tax costs. (Dkt.  
No. 377.)

1 v. *Eckerhart*, 461 U.S. 424, 433-34 (1983)). “The hours expended and the rate  
2 should be supported by adequate documentation and other evidence.” *Hanlon*,  
3 150 F.3d at 1029. The Court then “exclude[s] from th[e] initial fee calculation  
4 hours that were not reasonably expended,” such as hours that are “excessive,  
5 redundant, or otherwise unnecessary.” *Jankey*, 537 F.3d at 1132 (citing *Hensley v.*  
6 *Eckerhart*, 461 U.S. 424, 433-34 (1983)). The Court, however, must provide a  
7 “comprehensible” explanation for any fee reductions. *T.B. ex rel. Brenneise v.*  
8 *San Diego Unified Sch. Dist.*, 806 F.3d 451, 486 (9th Cir. 2015), *cert. denied sub*  
9 *nom. San Diego Unified Sch. Dist. v. T.B.*, 136 S. Ct. 1679 (2016).

### 10 III. DISCUSSION

#### 11 A. Prevailing Party

12 The Court finds Plaintiffs are entitled to reasonable fees and costs as a  
13 prevailing party under the ADA and Section 504. *See* 42 U.S.C. § 12205; 29  
14 U.S.C. § 794a(b); *Jankey v. Poop Deck*, 537 F.3d 1122, 1130 (9th Cir. 2008); *La*  
15 *Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083,  
16 1089 (9th Cir. 2010).<sup>5</sup>

#### 17 B. Lodestar

##### 18 a. Hourly Rates

19 The Court finds, based on the evidence submitted, that the following hourly  
20 rates are reasonable:<sup>6</sup>

21  
22 <sup>5</sup> The Court declined to exercise supplemental jurisdiction over Plaintiffs’ state  
23 law claims and dismissed those claims without prejudice. Accordingly, Plaintiffs  
24 are not entitled to fees and costs as a prevailing party under state law, and are not  
25 entitled to a state-law multiplier of the lodestar. *See Chaudhry v. City of Los*  
26 *Angeles*, 751 F.3d 1096, 1112 (9th Cir.), *cert. denied sub nom. City of Los*  
*Angeles, Cal. v. Chaudhry*, 135 S. Ct. 295 (2014); *Mangold v. Cal. Pub. Utilities*  
*Comm’n*, 67 F.3d 1470, 1478 (9th Cir. 1995); *City of San Jose v. San Jose Police*  
*Officers’ Ass’n*, 2013 WL 4806453, at \*3 (N.D. Cal. Sept. 9, 2013); *Yates v.*  
*Union Square*, 2008 WL 346418, at \*4 (N.D. Cal. Feb. 7, 2008).

27 <sup>6</sup> *See Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *United Steelworkers of Am.*  
28 *v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990); *Camacho v. Bridgeport*  
*Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008).

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<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
Guy Wallace	Attorney	\$750
Mark Johnson	Attorney	\$700
Andrew Lee	Attorney	\$525
Jennifer Uhrowczik	Attorney	\$450
Kiran Prasad	Attorney	\$450
Michelle Nguyen	Attorney	\$300
Katharine White	Attorney	\$300
Amanda Riley	Attorney	\$300
Chris Springer	Paralegal/Law Clerk	\$235
Charles Greenlee	Paralegal/Law Clerk	\$200
Scott Gordon	Paralegal/Law Clerk	\$200
Sam Marks	Paralegal/Law Clerk	\$200
David A. Borgen	Attorney	\$795
Linda Dardarian	Attorney	\$775
Andrew Lee	Attorney	\$550
Jason Tarricone	Attorney	\$525
Katrina Eiland	Attorney	\$400
Nancy Hanna	Attorney	\$375
Raymond Wendell	Attorney	\$325
Scott G. Grimes	Paralegal/Law Clerk	\$250
Elizabeth Kramer	Paralegal/Law Clerk	\$250
Damon Valdez	Paralegal/Law Clerk	\$225
Wendy E. Whitt	Paralegal/Law Clerk	\$225
Charlotte Nguyen	Paralegal/Law Clerk	\$195
Stuart Kirkpatrick	Paralegal/Law Clerk	\$195
Jinny Kim	Attorney	\$644
Rachael Langston	Attorney	\$473
Alexis Alvarez	Attorney	\$385
Mary Broughton	Paralegal/Law Clerk	\$165



Michael Hsueh	Paralegal/Law Clerk	\$110
Shawna Parks	Attorney	\$695
Ronald Elsberry	Attorney	\$680
Surisa E. Rivers	Attorney	\$550
Trevor Finneman	Attorney	\$375
Law Clerk	Law Clerk	\$230
Shawna L Parks	Attorney	\$695
José R. Allen, Esq.	Attorney	\$1,115.60

**b. Hours Worked**

Based on the evidence submitted, the Court finds the following hours were reasonably expended:

<i>Willits</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	2,902.5	\$2,176,875.00
Mark Johnson	\$700	1,922.4	\$1,345,680
Andrew Lee	\$525	1,034.7	\$543,217.50
Jennifer Uhrowczik	\$450	331.4	\$149,130.00
Kiran Prasad	\$450	272.2	\$122,490.00
Michelle Nguyen	\$300	101.3	\$30,390.00
Katharine White	\$300	76.0	\$22,800.00
Amanda Riley	\$300	217.7	\$65,310.00
Chris Springer	\$235	277.5	\$65,212.50
Charles Greenlee	\$200	534.1	\$106,820.00

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Scott Gordon	\$200	100.1	\$20,020.00
Sam Marks	\$200	1,026.7	\$205,340.00
David A. Borgen	\$795	113.8	\$90,471.00
Linda Dardarian	\$775	1,276.1	\$988,977.50
Andrew Lee	\$550	576.3	\$316,965.00
Jason Tarricone	\$525	278.0	\$145,950.00
Katrina Eiland	\$400	207.3	\$82,920.00
Nancy Hanna	\$375	44.4	\$16,650.00
Raymond Wendell	\$325	133.7	\$43,452.50
Scott G. Grimes	\$250	372.2	\$93,050.00
Elizabeth Kramer	\$250	63.3	\$15,825.00
Damon Valdez	\$225	946.4	\$212,940.00
Wendy E. Whitt	\$225	329.3	\$74,092.50
Charlotte Nguyen	\$195	100.3	\$19,588.50
Stuart Kirkpatrick	\$195	178.5	\$34,807.50
Jinny Kim	\$644	859.4	\$553,453.60
Rachael Langston	\$473	180.2	\$85,234.60
Alexis Alvarez	\$385	28.6	\$11,011.00

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Mary Broughton	\$165	567.9	\$93,703.50
Michael Hsueh	\$110	77.4	\$8,514.00
Shawna Parks (DRLC) <sup>7</sup>	\$695	101.9	\$70,820.50
Ronald Elsberry	\$680	63.7	\$43,316.00
Surisa E. Rivers	\$550	810.6	\$445,830.00
Trevor Finneman	\$375	112.9	\$42,337.50
Unnamed Law Clerk	\$230	149.3	\$34,339.00
Shawna L Parks	\$695	15.2	\$10,564.00
José R. Allen, Esq.	\$1,115.60	560.2	\$624,962.12
<b>TOTAL</b>			<b>\$9,013,060.32</b>

<i>Carter/Fahmie</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	499.7	\$374,775.00
Mark Johnson	\$700	141.2	\$98,840.00
Andrew Lee	\$525	1.7	\$892.50
Charles Greenlee	\$200	11.6	\$2,320.00

<sup>7</sup> Shawna Parks was the Legal Director / Director of Litigation at DRLC until her departure in 2012. The fees sought for Park’s time spent during her employment with DRLC is designated under “Shawna Parks (DRLC),” and the fees sought for Park’s time spent in connection with her own law practice is designated under “Shawna L Parks.”

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Sam Marks	\$200	4.4	\$880.00
<b>TOTAL</b>			<b>\$477,707.50</b>

<i>Pineda</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	188.2	\$141,150.00
Mark Johnson	\$700	142.9	\$100,030.00
Andrew Lee	\$525	67.4	\$35,385.00
Kiran Prasad	\$450	13.5	\$6,075.00
Shawna Parks (DRLC)	\$695	121.6	\$84,512.00
Sage Reeves	\$625	236.9	\$148,062.50
Surisa E. Rivers	\$550	67.2	\$36,960.00
Debra J. Patkin	\$450	410.2	\$184,587.75
Unnamed Law Clerk	\$230	108.5	\$24,955.00
<b>TOTAL</b>			<b>\$761,717.25</b>

<i>Griffin</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	0.8	\$600.00
Mark Johnson	\$700	6.5	\$4,550.00
Shawna Parks (DRLC)	\$695	2.0	\$1,390.00
Surisa E.	\$550	18.6	\$10,230.00

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Rivers			
Trevor Finneman	\$375	1.4	\$490.00
<b>TOTAL</b>			<b>\$17,260.00</b>

The Court also finds, based on the evidence submitted, that the above-listed hours expended by non-appointed class counsel Shawna Parks and Jose Allen, and hours expended in connection with the State Court Actions, benefitted the class in this case. See F.R.C.P. 23(h) 2003 Advisory Committee Notes; *Winger v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121 (9th Cir. 2002).

Accordingly, the Court awards \$10,269,745.07 in reasonable attorneys’ fees to Plaintiffs’ counsel.

**C. Costs**

Plaintiffs seek \$1,631,511.98 in costs as follows: (1) SWCKW: \$1,079,353.37; (2) GBDH: \$231,937.31; (3) LAS-ELC: \$276,257.48; (4) DRLC: \$43,918.94; and (5) Parks: \$44.88.

**(1) SWCKW**

Plaintiffs seek a total of \$1,079,353.37 in costs expended by SWCKW as follows:<sup>8</sup>

<b>CATEGORY</b>	<b>AMOUNT REQUESTED</b>
Copying/Scanning (external)	\$94,122.20
Copying (internal)	\$86,565.00
Document Management	\$393,837.20
Experts	\$324,429.95
Filing/Service Fees	\$23,702.74
Legal Research	\$34,395.54

<sup>8</sup> The amount of costs sought on behalf of SWCKW is based on the amounts set forth in the declarations of Eugenia Gueorguieva.

1	Mediation	\$58,929.50
2	Messenger	\$1,853.90
3	Overnight Mail	\$2,169.79
4	Telephonic Court Appearance	\$473.00
5	Travel and Transportation	\$52,953.09
6	Depositions (video services)	\$4,472.50
7	Postage	\$509.96
8	System Access Fees	\$939.00
9	<b>TOTAL</b>	<b>\$1,079,353.37</b>

10  
11       Copying (internal). SWCKW seeks \$86,565.00 in internal copying costs.  
12 The evidence demonstrates SWCKW made 290,629 internal copies for this action  
13 and 11,222 in connection with the State Court Actions, at a cost of \$0.20 per page,  
14 totaling \$60,370.20. Accordingly, the Court awards \$60,370.20 in costs expended  
15 by SWCKW for internal copying.

16       Travel and Transportation. SWCKW seeks \$52,953.09 in travel and  
17 transportation costs. SWCKW submits evidence verifying \$51,791.49 in travel  
18 and transportation costs were expended by SWCKW. SWCKW declares that it  
19 cannot locate receipts confirming \$9 and \$409.80 in travel expenses purportedly  
20 expended on December 15, 2012 and January 11, 2013, respectively, and therefore  
21 do not seek reimbursement for those costs. SWCKW fails to submit evidence that  
22 \$742.80 was actually expended for airfare on March 16, 2012.<sup>9</sup> Accordingly, the  
23 Court decreases travel and transportation costs by \$1,161.60, and awards  
24

25 <sup>9</sup> SWCKW submits evidence that the \$742.80 travel cost sought “is consistent  
26 with airfares charged by Southwest Airlines for other events that took place in Los  
27 Angeles during the above-captioned litigation,” but fails to submit evidence of the  
28 actual cost for the March 16, 2012 airfare requested. *See Vectren Commc’ns  
Servs. v. City of Alameda*, 2014 WL 3612754, at \*7 (N.D. Cal. July 22, 2014);  
*Butler v. Homeservices Lending LLC*, 2014 WL 5460447, at \*9 (S.D. Cal. Oct. 27,  
2014).

1 \$51,791.49 for travel and transportation costs expended by SWCKW.

2 Other Categories. The evidence submitted demonstrates that the amount of  
3 the costs sought for the remaining categories were reasonably expended by  
4 SWCKW. Accordingly, the Court awards the following amounts for costs  
5 reasonably expended by SWCKW: (1) Copying/Scanning (external): \$94,122.20;  
6 (2) Document Management: \$393,837.20; (3) Experts: \$324,429.95; (4)  
7 Filing/Service Fees: \$23,702.74; (5) Legal Research: \$34,395.54; (6) Mediation:  
8 \$58,929.50; (7) Messenger: \$1,853.90; (8) Overnight Mail: \$2,169.79; (9)  
9 Telephonic Court Appearance: \$473.00; (10) Depositions (video services):  
10 \$4,472.50; (11) Postage: \$509.96; and (12) System Access Fees: \$939.00.

11 The Court therefore awards \$1,051,996.97 in costs reasonably expended by  
12 SWCKW.<sup>10</sup>

13 (2) **GBDH**

14 Plaintiffs seek \$231,937.31 in costs expended by GBDH in this action as  
15 follows:

CATEGORY	AMOUNT REQUESTED
Court Reporters/Transcripts	\$10,267.05
Special masters/Mediators/Arbitrators	\$7,816.12
Copying Costs - In-house	\$10,664.80
Depositions	\$3,100.00
Experts	\$157,804.65
Overnight Mail	\$180.06
Copying and Scanning - outside agency	\$1,023.12

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27 <sup>10</sup> Plaintiffs seek costs expended by SWCKW in this action and in connection with  
28 the State Court Actions. The Court finds, based on the evidence submitted, that costs which were reasonably expended by SWCKW in connection with the State Court Actions benefitted the class in this litigation.

Filing/Service Fees	\$7,360.90
Class Notice:	\$990.00
Postage/USPS	\$64.04
Legal Research	\$19,812.27
Telephone/Conference Calls	\$45.33
Travel and Transportation	\$10,362.35
Travel – Lodging	\$2,446.62
<b>TOTAL</b>	<b>\$231,937.31</b>

Taxable Costs. Plaintiffs seek \$18,083.17 in taxable costs expended by GBDH (i.e., \$10,267.05 (court reporters/transcripts), and \$7,816.12 (Special masters/Mediators/Arbitrators). Accordingly, the Court decreases GBDH’s costs by \$18,083.17.<sup>11</sup> See Fed. R. Civ. P. 23(h); Fed. R. Civ. P. 54; Local Rule 54.

Other Categories. The evidence submitted demonstrates that the amount of costs sought for the remaining categories were reasonably expended by GBDH in this action. Accordingly, the Court awards the following amounts for costs reasonably expended by GBDH in this action: (1) Copying Costs - In-house: \$10,664.80; (2) Depositions: \$3,100.00; (3) Expert Fees: \$157,804.65; (4) Overnight Mail: \$180.06; (5) Copying and Scanning - outside agency: \$1,023.12; (6) Filing Service Fees: \$7,360.90; (7) Class Notice: \$990.00; (8) Postage USPS: \$64.04; (9) Legal Research: \$19,812.27; (10) Telephone/Conference Calls: \$45.33; (11) Travel and Transportation: \$10,362.35; and (12) Travel – Lodging: \$2,446.62.

The Court therefore awards \$213,854.14 in costs reasonably expended by GBDH.

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<sup>11</sup> To the extent not already including in Plaintiff’s pending application to the Clerk to tax costs (Dkt. No. 377), Plaintiffs are directed to apply for all taxable costs with the Clerk pursuant to Rule 54.



1           (3)    **LAS-ELC**

2           Plaintiffs seek \$276,257.48 in costs expended by LAS-ELC in this action as  
3 follows:

CATEGORY	AMOUNT REQUESTED
clerk's fees	\$230.00
depositions	\$539.70
reproducing exhibits to deposition	\$9.99
Special Master	\$27,697.87
copying (in house)	\$6,721.40
copying/scanning (outside)	\$28,189.65
document management and hosting	\$16,290.04
Experts	\$167,325.98
legal research	\$245.10
mediation	\$21,462.98
messenger	\$134.29
overnight mail	\$69.37
travel and transportation	\$5,418.33
long distance phone charges	\$119.78
photo reproduction	\$20.92
temporary staffing	\$872.08
investigator fees	\$910.00
<b>TOTAL</b>	<b>\$276,257.48</b>

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25           Taxable Costs. Plaintiffs seek \$28,477.56 in taxable costs expended by  
26 LAS-ELC (i.e., \$230 (clerk's fees), \$539.70 (depositions), \$9.99 (reproducing  
27 exhibits to deposition), and \$27,697.87 (Special Master fees)). Accordingly, the  
28 Court decreases LAS-ELC's costs by \$28,477.56. *See* Fed. R. Civ. P. 23(h); Fed.

1 R. Civ. P. 54; Local Rule 54.

2 Long Distance Phone Charges. Plaintiffs originally requested \$119.78 in  
3 long distance phone charges purportedly expended by LAS-ELC. LAS-ELC,  
4 however, declares that it was unable to locate evidence supporting any of the long  
5 distance phone charges, and therefore will not be seeking reimbursement of those  
6 costs. Accordingly, the Court does not award LAS-ELC any amount for long  
7 distance phone charges.

8 Other Categories. The evidence submitted demonstrates that the amount of  
9 costs sought for the remaining categories were reasonably expended by LAS-ELC  
10 in this action. Accordingly, the Court awards the following amounts for costs  
11 reasonably expended by LAS-ELC: (1) copying (in house): \$6,721.40; (2)  
12 copying/scanning (outside): \$28,189.65; (3) document management and hosting:  
13 \$16,290.04; (4) expert fees: \$167,325.98; (5) legal research: \$245.10; (6)  
14 mediation fees: \$21,462.98; (7) messenger: \$134.29; (8) overnight mail: \$69.37;  
15 (9) travel and transportation: \$5,418.33; (10) photo reproduction charges: \$20.92;  
16 (11) temporary staffing: \$872.08; and (12) investigator fees: \$910.00.

17 The Court therefore awards \$247,660.14 in costs reasonably expended by  
18 LAS-ELC.

19 (4) **DRLC**

20 Plaintiffs seek \$40,908.94 in costs expended by DRLC as follows:

21

CATEGORY	AMOUNT REQUESTED
Clerks' fees	\$1,891.45
Depositions	\$10,135.95
Interpreter's and Translator Fees	\$2,067.50
Fees for Service of Process	\$1,028.00
Reporter's Transcripts	\$789.00

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Reproduction of Documents - Chambers Copies	\$1,736.40
Other Costs - Photographs	\$6,075.00
Copying and Scanning - outside agency	\$4,050.09
Copying Costs - In-house	\$833.98
Filing/Service Fees	\$87.40
Experts	\$10,821.12
Messenger	\$99.00
Overnight Mail	\$261.13
Travel and Transportation	\$2,891.86
Postage	\$45.76
System Access Fees	\$580.30
Translation of Documents	\$145.00
Official Court Reporter	\$380.00
<b>TOTAL</b>	<b>\$43,918.94</b>

Taxable Costs. Plaintiffs seek \$23,723.30 in taxable costs expended by DRLC (i.e., \$1,891.45 (clerks fees), \$10,135.95 (Depositions), \$2,067.50 (Interpreter's and Translator Fees), \$1,028.00 (Fees for Service of Process), \$789.00 (Reporter's Transcripts), \$1,736.40 (Reproduction of Documents - Chambers Copies), and \$6,075.00 (Other Costs - Photographs)). Accordingly, the Court decreases DRLC's costs by \$23,723.30. *See* Fed. R. Civ. P. 23(h); Fed. R. Civ. P. 54; Local Rule 54.

Other Categories. The evidence submitted demonstrates that the entire amount of costs sought for the remaining categories were reasonably expended by DRLC in this action. Accordingly, the Court awards the following amounts for costs reasonably expended by DRLC: (1) Copying and Scanning - outside agency: \$4,050.09; (2) Copying Costs - In-house: \$833.98; (3) Filing/Service Fees: \$87.40; (4) Expert Fees: \$10,821.12; (5) Messenger: \$99.00; (6) Overnight

1 Mail: \$261.13; (7) Travel and Transportation: \$2,891.86; (8) Postage: \$45.76; (9)  
2 System Access Fee: \$580.30; (10) Translation of Documents: \$145.00; and (11)  
3 Official Court Reporter: \$380.00.<sup>12</sup>

4 The Court therefore awards \$20,195.64 in costs reasonably expended by  
5 DRLC.

6 **(5) Parks**

7 Plaintiffs seek \$44.88 in costs expended by Parks. The evidence submitted  
8 demonstrates the \$44.88 in costs were reasonably expended and benefitted the  
9 class. The Court therefore awards \$44.88 in costs reasonably expended Parks.

10 **IV. CONCLUSION**

11 Accordingly, the Court **GRANTS** the Motion, and awards \$10,269,745.07  
12 in attorneys' fees and \$1,533,751.77 in costs to Plaintiffs.

13  
14 **IT IS SO ORDERED.**

15  
16 DATED: August 25, 2016.



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Honorable Consuelo B. Marshall  
United States District Judge

CC:FISCAL

<sup>12</sup> Plaintiffs seek costs expended by DRLC in this action and in connection with the State Court Actions. The Court finds, based on the evidence submitted, that costs which were reasonably expended by DRLC in connection with the State Court Actions benefitted the class in this litigation.

# Exhibit G

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 13-7172 PSG (ASx) Date May 18, 2015

Title Greater Los Angeles Agency on Deafness, Inc., *et al.* v. Krikorian Premiere Theatres, LLC, *et al.*

Present: The Honorable Philip S. Gutierrez, United States District Judge

Wendy Hernandez

Not Reported

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiff(s):

Attorneys Present for Defendant(s):

Not Present

Not Present

**Proceedings (In Chambers): Order GRANTING Plaintiffs' motion for attorneys' fees and expenses.**

Pending before the Court is Plaintiffs' motion for attorneys' fees and costs and an award for Plaintiff Antoinette Abbamonte. Dkt. # 52. The Court held a Fairness Hearing on May 18, 2015. Having considered the arguments in Plaintiff's submissions, as well as those raised at the May 18, 2015 hearing, the Court GRANTS Plaintiffs' motion.

I. Background

On September 27, 2013, Plaintiffs Greater Los Angeles Agency on Deafness, Inc. ("GLAD") and Antoinette Abbamonte ("Abbamonte") (collectively, "Plaintiffs") brought this action against Defendant Reel Services Management, LLC d/b/a Krikorian Premiere Theatres, LLC ("KPT" or "Defendant"). Dkt. # 1. Plaintiff GLAD is an advocacy and service agency for the deaf and hard of hearing population. *First Amended Complaint* ("FAC") ¶¶ 6-10. Plaintiff Abbamonte is an individual who is deaf. *Id.* ¶ 11. Defendant is the owner, operator, lessor and/or lessee of seven movie theatres in Southern California.<sup>1</sup> *FAC* ¶¶ 12-13.

Plaintiffs allege that Defendant fails and refuses to provide closed captioning for the movies it offers to members of the public, and continues to violate federal and state law by failing to reasonably modify its policies and procedures to avoid discrimination against the deaf and hard of hearing. *Id.* ¶¶ 14-37, 40(c), 53(b). Plaintiffs claim that without some form of closed captioning, the deaf and hard of hearing cannot enjoy movies to the same extent as their

<sup>1</sup> The seven theatres include: (1) Buena Park Metroplex; (2) Downey Cinema 10; (3) Monrovia Cinema 12 & LFX; (4) Pico Rivera Village Walk 15; (5) Redlands Cinema 14; (6) San Clemente Cinema 6; and (7) Vista Village Metroplex 15. *See FAC* ¶¶ 12-13.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 13-7172 PSG (ASx)	Date	May 18, 2015
Title	Greater Los Angeles Agency on Deafness, Inc., <i>et al.</i> v. Krikorian Premiere Theatres, LLC, <i>et al.</i>		

hearing enabled peers. *Id.* ¶ 16. Plaintiffs also aver that closed captioning is the only way that a substantial portion of the population of people who are deaf and hard of hearing can fully participate in the “movie-going” experience. *Id.* ¶ 17.

On October 3, 2013 Plaintiff filed a First Amended Complaint bringing claims against Defendant under Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101, *et seq.* and the Unruh Civil Rights Act (“Unruh Act”), Cal. Civ. Code §§ 51, *et seq.* See FAC ¶¶ 46-60.

Plaintiffs filed a motion for class certification on January 13, 2014. Dkt. # 18. Plaintiffs contend that shortly after this filing, the “parties began engaging in settlement discussions.” *Mot.* 1:19-21. In fact, after request by the Parties, the Court extended the deadlines related to the class certification in light of those discussions. See Dkt. # 26. On May 6, 2014, however, the Court granted Plaintiffs’ motion for class certification and certified the following class:

[A]ll individuals who are deaf and hard of hearing who, from September 23, 2013 to September 23, 2018, were denied, or are currently being denied, on the basis of disability, full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any KPT theatre currently owned, operated, leased by, or leased to Defendant due to Defendant’s failure and refusal to provide close captioning movies and special presentations.

See Dkt. # 35, *Order Granting Motion for Class Certification* (“Class Cert. Order”) at pg. 18. On November 6, 2014, the Parties engaged in mediation before Stephen Paul and were able to settle the action. *Declaration of Richard Diaz* (“Diaz Decl.”) ¶ 11.

The terms of the Settlement Agreement provide relief to Plaintiffs and Class Members in three main ways. First, within eighteen months of the Effective Date of the Settlement Agreement, Defendant must provide close captioning for its patrons who are deaf and/or hard of hearing in all auditoriums across all Krikorian theatres. *Diaz Decl., Ex. A* (“Settlement Agreement”) Section V. The Settlement Agreement further provides that the closed captioning provided will be one that “provides the visual information in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with the disability.” *Id.* Section V(E). Second, Defendant must provide a minimum of five “closed captioning receiving devices at each theatre location” and if a patron who is deaf and/or hard of hearing is unable to attend a movie because such device is not available, “Krikorian will treat that patron in the same manner as other patrons who cannot attend a movie due to the fault of Krikorian.” *Id.* Section VI. Third, within twelve months of the Effective Date of the Settlement Agreement, “Krikorian will incorporate information regarding captioning on its website.” *Id.*



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 13-7172 PSG (ASx) Date May 18, 2015

Title Greater Los Angeles Agency on Deafness, Inc., *et al.* v. Krikorian Premiere Theatres, LLC, *et al.*

Section VII. The information provided will include, “which closed captioning devices are available, how the closed captioning devices and assistive listening devices can be operated, and a link to the website where information can be obtained on the devices used.” *Id.* Plaintiffs and Class Members, in turn, will release all claims for declaratory or injunctive relief that “were or could have been asserted in this Action.” *See id.* Section XII. The Plaintiffs will further release claims for damages against Defendant. *See id.* Section XII(B).

The Settlement Agreement also provides that Defendant will pay Plaintiffs \$55,000 in attorneys’ fees and costs as well as \$4,000 to Plaintiff Abbamonte. *See id.* Section X.

The Court granted preliminary approval of the Settlement Agreement on February 5, 2015. Dkt. # 50. Additionally, the Court approved the proposed notice that would be distributed to the class, and the method by which the Notice of Settlement would be distributed. *Id.*

Plaintiffs now move for an award of attorneys’ fees and costs in the amount of 55,000 and a damages award to Plaintiff Abbamonte in the amount of \$4,000 pursuant to the Settlement Agreement. *Mot.* 2:17-20.

II. Legal Standard

Awards of attorneys’ fees in class action cases are governed by Federal Rule of Civil Procedure 23(h), which provides that after a class has been certified, the Court may award reasonable attorneys’ fees and nontaxable costs. The Court “must carefully assess” the reasonableness of the fee award. *See Staton*, 327 F. 3d at 963; *see also Browne v. Am. Honda Motor Co., Inc.*, No. CV 09-06750 MMM (DTBx), 2010 WL 9499073, at \*3-5 (C.D. Cal. Oct. 5, 2010) (explaining that in a class action case, the court must scrutinize a request for fees when the defendant has agreed to not oppose a certain fee request as part of a settlement).

III. Discussion

Plaintiffs request a fee and cost award in the amount of \$55,000 for Class Counsel and \$4,000 for Plaintiff Abbamonte. *See Mot.* 2:17-20.

A. Attorneys’ Fees and Costs

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 13-7172 PSG (ASx) Date May 18, 2015

Title Greater Los Angeles Agency on Deafness, Inc., *et al.* v. Krikorian Premiere Theatres, LLC, *et al.*

In determining the reasonableness of attorneys' fees, courts use either the lodestar or the percentage-of-the-fund method. *In re Toys "R" Us-Delaware, Inc.-Fair and Accurate Credit Transactions Act (FACTA) Litigation*, 295 F.R.D. 438, 159-60 (C.D. Cal. 2014). Here, since there is no common fund, the Court will utilize the lodestar method to determine the reasonableness of the attorneys' fees. *See id.* (applying lodestar method in class settlement agreement with no common fund).

To determine attorneys' fees under the lodestar method a court must first calculate the lodestar by "multiplying the reasonable hours expended by a reasonable hourly rate. The Court may then enhance the lodestar with a 'multiplier,' if necessary, to arrive at a reasonable fee." *In re Washington Public Power Supply System Securities Litig.*, 19 F. 3d 1291, 1294 n.2 (9th Cir. 1994) (citations omitted).

Plaintiffs submit that under a lodestar method, they are entitled to \$102,074.60 through November 4, 2014 (the Court understands that this does not include hours expended after the settlement was reached) and, as mentioned above, they are only requesting \$55,000. *Mot.* 3:9-12.

Plaintiff's request is reasonable under the lodestar analysis.

*i. Reasonable Hours Expended*

With regard to the hours expended, an attorney award should include compensation for all hours reasonably expended prosecuting the matter, but "hours that are excessive, redundant, or otherwise unnecessary" should be excluded. *Costa v. Comm'r of Soc. Sec. Admin.*, 690 F. 3d 1132, 1135 (9th Cir. 2012).

Here, Class Counsel state that they have expended 271.68 hours of attorney and paralegal time litigating this matter. *Diaz Decl.* ¶¶ 30-31. The descriptions of the work, the experience level of the professionals completing the work, and the duration of time devoted to particular tasks spanning a time period covering initial research, drafting of complaints, and briefing the class certification motion seem appropriate. *See id.* ¶¶ 30-31, *Exs.* F, G. Moreover, the Court does not detect any duplication of work. Therefore, the Court concludes that the hours expended on this case are reasonable. Even if the Court felt inclined to discount the number of hours expended by a small percentage to account for duplication not detected by the Court, the negative multiplier that results from Plaintiffs' request renders this fee request reasonable.

*ii. Reasonable Rate*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 13-7172 PSG (ASx)	Date	May 18, 2015
Title	Greater Los Angeles Agency on Deafness, Inc., <i>et al.</i> v. Krikorian Premiere Theatres, LLC, <i>et al.</i>		

The reasonable hourly rate is the rate prevailing in the community for similar work. See *Gonzalez v. City of Maywood*, 729 F. 3d 1196, 1200 (9th Cir. 2013) (“[T]he court must compute the fee award using an hourly rate that is based on the ‘prevailing market rates in the relevant community.’”) (citation omitted); *Viveros v. Donahue*, CV 10-08593 MMM (Ex), 2013 WL 1224848, at \*2 (C.D. Cal. 2013) (“The court determines a reasonable hourly rate by looking to the prevailing market rate in the community for comparable services.”). The relevant community is the community in which the court sits. See *Schwarz v. Sec. of Health & Human Servs.*, 73 F. 3d 895, 906 (9th Cir. 1995). In an applicant fails to meet its burden, the Court may exercise its discretion to determine reasonable hourly rates based on its experience and knowledge of prevailing rates in the community. See, e.g., *Viveros*, 2013 WL 1224848, at \*2; *Ashendorf & Assocs. V. SMI-Hyundai Corp.*, CV 11-02398 ODW (PLAx), 2011 WL 3021533, at \*3 (C.D. Cal. 2011); *Bademyan v. Receivable Mgmt. Servs. Corp.*, CV 08-00519 MMM (RZx), 2009 WL 605789, at \*5 (C.D. Cal. 2009).

Plaintiffs contend that the rates used by Class Counsel to calculate their lodestar amount “are comfortably within the rates charged by skilled counsel in the Southern California market in similar complex civil litigation.” *Mot.5:19-21*. The Court agrees.

Here, the rate for Attorney Anna Rivera, a DRLC Staff Attorney who has been practicing law since 2005, is \$500 per hour. See *Diaz Decl.*, ¶ 30, *Exs. C, G*. The rate for Attorney Richard Diaz, also a DRLC attorney who has been practicing law since 2012, is \$325 per hours. See *id.*, ¶ 30, *Exs. B, G*. Plaintiffs also include in their lodestar an amount attributable to paralegal and clerk work with a rate of \$230 per hour. *Id.* ¶ 30. The Court has reviewed Class Counsel’s submissions regarding the experience and qualifications of the attorneys who worked on this case. After considering Class Counsel’s statements regarding market rates for attorneys in this field and the Court’s own experience with hourly rates in the Los Angeles area, the Court is convinced that the requested rates are reasonable. See *id.*, *Exs. D, E*. Plaintiffs have failed to substantiate their suggested rates for paralegal and law clerk work. As discussed below, however, the change in rate does not change the Court’s finding that the request is reasonable in light of the negative multiplier.

iii. *Costs*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 13-7172 PSG (ASx) Date May 18, 2015

Title Greater Los Angeles Agency on Deafness, Inc., *et al.* v. Krikorian Premiere Theatres, LLC, *et al.*

Plaintiffs include in the \$55,000 fee request, the costs that they expended litigating this matter. According to Plaintiffs, they spend \$4,305.49 in costs, but only request \$720. *Mot.* 3:3-12. The Court has reviewed these costs and finds them reasonable. *See id.*, *Ex. G.*

*iv. Multiplier*

As indicated above, Plaintiffs' fee request constitutes a large negative multiplier of plaintiffs' lodestar amount. Plaintiffs' lodestar amount is \$102,074.60 and they are requesting \$55,000. Plaintiffs' request is reasonable in light of the amount of work Class Counsel has expended in this litigation, the risks taken by Class Counsel, and the Settlement Agreement that they procured for the Class Members. *See In re Portal Software, Inc. Sec. Litig.*, 2007 WL 4171201, at \*16 (N.D. Cal. 2007) ("The resulting so-called negative multiplier suggests that the percentage-based amount is reasonable and fair based on the time and effort expended by class counsel.").

Accordingly, the Court GRANTS Plaintiffs' motion for attorneys' fees and costs.

**B. Award for Plaintiff Abbamonte**

Plaintiffs also request an award of \$4,000 to Plaintiff Abbamonte, not as an incentive award, but as a "compromise amount of damages to compensate [Abbamonte] for her claim that she was discriminated against on more than one occasion." *Mot.* 7:7-13. The Court finds this award reasonable considering that Plaintiff Abbamonte has released claims for damages against Defendant.

Consequently, the Court GRANTS Plaintiffs' request for a \$4,000 award for Plaintiff Abbamonte.

**IV. Conclusion**

For the reasons stated above, the Court GRANTS Plaintiff's motion for attorneys' fees and costs in the amount of \$55,000 and an award of \$4,000 for Plaintiff Abbamonte.

**IT IS SO ORDERED.**

# Exhibit H

1 MICHAEL G. ALLEN, *pro hac vice*  
JENNIFER I. KLAR, *pro hac vice*  
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*Attorneys for Plaintiffs*

14 UNITED STATES DISTRICT COURT FOR THE  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 (WESTERN DIVISION)

17 INDEPENDENT LIVING CENTER  
OF SOUTHERN CALIFORNIA, *et al.*,

18 Plaintiffs,

19 vs.

20 CITY OF LOS ANGELES,  
CALIFORNIA, *et al.*,

21 Defendants.  
22  
23 \_\_\_\_\_

) Case No.: 12-CV-551 FMO (PJWx)

) DECLARATION OF BARRETT S.  
) LITT IN SUPPORT OF  
) PLAINTIFFS' MOTION FOR  
) ATTORNEYS' FEES





1 numerous appeals. Since 1981, I have focused primarily on complex civil litigation in  
2 the areas of constitutional law, civil rights law, class action litigation, and complex  
3 multi-party litigation.

4 4. My former firm, Litt & Stormer, received the Pro Bono Firm of the Year  
5 Award from Public Counsel in 1987 in recognition of its public interest and civil  
6 rights work. Litt & Marquez received an award from the NAACP Legal Defense  
7 Fund in July, 1992, as civil rights firm of the year in recognition of its civil rights  
8 work. I received an award from UCLA School of Law as its public interest alumnus  
9 of the year in 1995 and received a CLAY award for my work in *Goldstein v. City of*  
10 *Long Beach et al.* (along with my co-counsel in the case), described in ¶12 *infra*.

11 5. I have both spoken and written on the subject of civil rights training. I  
12 published an article entitled "Class Certification in Police/Law Enforcement Cases"  
13 in *Civil Rights Litigation and Attorney's Fee Annual Handbook*, Vol. 18, Ch. 3 (West  
14 Publishing 2002) and one for the National Police Accountability Project titled "Select  
15 Substantive Issues Regarding Class Action Litigation In The Jail/Prison Setting",  
16 National Police Accountability Project, October 2006. I published an article in the  
17 *Los Angeles Lawyer* regarding the use of minimum statutory damages under the  
18 Unruh Act, particularly actions brought under Civil Code § 52.1, to enhance the  
19 prospects for certifying class actions. See "Rights for Wrongs," *Los Angeles Lawyer*  
20 December 2005. In 2010, I published an article in West's *Civil Rights Litigation and*  
21 *Attorney's Fee Annual Handbook* entitled, "Obtaining Class Attorney's Fees." I am  
22 rated "A/V" by Martindale-Hubbell. I am, and have been for many years, listed in  
23 *Super Lawyers Southern California* in the fields of civil rights and class actions.

24 6. My curriculum vitae is attached as Exhibit "A" to this declaration.

25 7. I am considered an expert in, among other things, attorneys' fees in civil  
26 rights and class action cases. I have frequently trained attorneys regarding obtaining  
27 and properly documenting statutory attorneys' fee awards. I have filed declarations

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1 on numerous occasions expressing expert opinions on the appropriate standards for  
2 awards of attorneys' fees in civil rights cases, which have been accepted by the  
3 courts.

4 8. In the State Bar proceeding *In re Yagman*, I was qualified as an expert in  
5 attorneys' fees under 42 U.S.C. § 1988 and testified in person on whether or not Mr.  
6 Yagman's fee arrangement in a police shooting case was or was not unconscionable,  
7 as the State Bar contended in that case. I also recently testified in a State Bar  
8 proceeding as an expert on civil rights practice in the context of police and jail  
9 litigation.

10 9. In 2007, I testified as an attorneys' fee expert in a civil rights case on  
11 behalf of plaintiffs represented by a major law firm in Los Angeles. The case had a  
12 confidential settlement, with the fees to be arbitrated by a former superior court judge  
13 now at JAMS. Because the settlement and arbitration were confidential, I do not feel  
14 at liberty to identify the issues, parties, firms, or retired judge involved. However,  
15 there was a defense fee expert in that case who described me as "a prominent Los  
16 Angeles civil rights litigator experienced in fee issues arising from public interest  
17 litigation," and the arbitrator described my testimony as "credible and reliable," and  
18 described me as having "had a wide exposure to fees at a number of major firms in  
19 Los Angeles doing complex civil litigation."

20 10. I have also on occasion represented other attorneys in their fee litigation  
21 seeking statutory attorneys' fees.

22 11. I litigate a wide range of civil rights cases, including police and jail  
23 abuse, wrongful conviction, housing and employment and other discrimination, and  
24 violation of a wide range of constitutional rights. My current emphases are civil rights  
25 class actions and wrongful convictions cases. I am currently lead or co-lead counsel  
26 in pending civil rights class actions in the Los Angeles area and in other jurisdictions,  
27 including Washington D.C., Maryland and Georgia.

28



1 (C.D. Cal.) (settlement for putative class fund of approximately  
2 \$12 Million for persons arrested on possession of drugs and strip  
3 searched);

4 g. *Goldstein v. City of Long Beach, et al.*, Case No. CV04-9692 AHM  
5 (Ex) (C.D. Cal.) (wrongful conviction case against Long Beach  
6 Police Department based on violation of *Brady v. Maryland* for  
7 man imprisoned for 24 years; \$7.95 Million settlement in August  
8 2010);

9 h. *Lopez v. Youngblood*, 609 F. Supp .2d 1125 (E.D. Cal. 2009)  
10 (settlement approved for putative class fund of approximately \$7  
11 Million for inmates strip searched after becoming entitled to  
12 release, and strip searches in groups);

13 i. *Barnes v. District of Columbia*, Case 1:06-cv-00315-RCL 02-956  
14 (D.D.C.) (*Bynum* follow-up certified class action against the  
15 District of Columbia for over-detentions and strip searches of  
16 persons ordered released from custody, settled for \$12 Million in  
17 2006).

18 13. My qualifications have been noted by various courts or opposing experts.  
19 Following are a few examples:

20 a. Central District Judge Consuelo Marshall, in a recent fee decision  
21 in *Rodriguez et al. v. County of Los Angeles et al.*, CV 10-6342-  
22 CBM (AJWx) (12/27/2014), found that “Barrett S. Litt, who served  
23 predominantly in a consulting role on this case, is considered one  
24 of the leading civil rights attorneys in the country” and that the  
25 requested rate “of \$975 per hour for Attorney Litt is supported by  
26 his strong reputation and experience.” See also Judge Marshall’s  
27 comments in *Gamino v. County of Ventura*, Case No. CV02-9785

28

1 CBM (Ex) (“Mr. Litt is widely known as one of the foremost civil  
2 rights attorneys in California, having a particular expertise in civil  
3 rights class actions and other complex multi-party civil rights  
4 cases, especially law enforcement class actions”).

5 b. Kenneth Moscaret, a well-known defense fee auditor, recently  
6 stated in a declaration where he addressed my qualifications that I  
7 had “an outstanding background and reputation in civil  
8 rights/constitutional litigation in Los Angeles,” that I was “one of  
9 the top litigators in [my] field,” and that he believed that my “skill,  
10 experience, and reputation in his field are deserving of a premium  
11 rate” (although he thought a premium rate was lower than I do).

12 c. Magistrate Judge Carla Woehrle, in awarding attorneys’ fees in  
13 *Williams v. Block, supra*, commented that I am “considered one of  
14 the outstanding civil rights litigators in California, with special  
15 expertise in class actions, [and] the other attorneys involved in this  
16 litigation on behalf of the class are highly regarded, experienced  
17 and capable civil rights attorneys....”

18 d. United States District Judge Stephen Larson, in awarding  
19 attorneys’ fees in *Craft v. County of San Bernardino, supra*,  
20 commented that “Plaintiffs’ counsel are experienced civil rights  
21 litigators who are at the top of their field of expertise – civil rights  
22 litigation with special expertise in civil rights class actions.”

23 In a recent case in state Court, where I submitted a declaration in  
24 support of a fee motion, Judge Gregory W. Alarcon described  
25 another attorney and me as “acknowledged experts in attorney fees  
26 in class action cases . . . .” *Molina v. Lexmark International Inc.*,  
27 LA Super. Ct. No. BC339177, Order Granting Plaintiff’s Motion

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1 for Attorney's Fees and Costs in the Amount of \$5,772,008.07,  
2 filed Oct. 28, 2011 at 4.

3 14. I have been provided information by Plaintiffs' counsel explaining the  
4 novelty and complexity of issues they faced in handling this case:

5 a. This case addressed significant legal issues including the  
6 applicability of program access requirements under Title II of the  
7 Americans with Disabilities Act, Section 504 of the Rehabilitation Act,  
8 and California Government Code Section 11135 to an affordable housing  
9 program. Specifically, this case addressed an issue of first impression:  
10 whether the more rigorous architectural standards of the Uniform Federal  
11 Accessibility Standard (UFAS) applied to the entire portfolio of housing  
12 assisted by the Community Redevelopment Agency of the City of Los  
13 Angeles (CRA). The case also required a deep understanding of novel  
14 and complex legal issues related to the dissolution of the community  
15 redevelopment agencies in California and successor municipal liability  
16 related to the City's election to act as the CRA's "housing successor  
17 agency."

18 b. Plaintiffs brought suit against large governmental defendants, the  
19 City of Los Angeles, the Community Redevelopment Agency of the City  
20 of Los Angeles and the CRA/LA Designated Local Authority, the  
21 successor to the CRA. Plaintiffs also included as nominal defendants the  
22 owners of 60 multifamily housing developments for purposes of  
23 effectuating complete injunctive relief.

24 c. The CRA raised 65 affirmative defenses in its answer and the City  
25 raised 64 affirmative defenses in its answer.

26 d. Plaintiffs prevailed on several motions. For example, Plaintiffs  
27 defeated a joint motion to dismiss filed by the City and the CRA,  
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1 obtaining a ruling construing the scope of the Rehabilitation Act and Title  
2 II of the ADA to require that people with disabilities be provided with  
3 meaningful access to a housing program operated by Defendants and that  
4 Defendants have a duty to ensure that federal funds they receive cannot  
5 be used in a manner that discriminates against people with disabilities.  
6 Plaintiffs also defeated a motion for judgment on the pleadings filed by  
7 the CRA through briefing that addressed complex issues related to the  
8 dissolution of redevelopment agencies in California. Plaintiffs  
9 furthermore submitted briefing supporting the Owner Defendants' motion  
10 to dismiss cross-claims against them filed by the City and the CRA. The  
11 Court dismissed the cross-claims, issuing a ruling regarding the City and  
12 the CRA's duty to ensure that federal accessibility standards were  
13 imposed on sub-recipients of federal funds and that Section 504 and the  
14 ADA do not provide for indemnification or contribution.

15 e. The case involved approximately 260 multifamily housing projects  
16 assisted by the CRA comprising 17,000 units. The litigation also covered  
17 a broad time period of nearly 28 years since the Department of Housing  
18 & Urban Development's Section 504 regulations became effective in July  
19 1988.

20 f. The parties engaged in extensive discovery. For example, the City  
21 served a total 1,648 requests for production of documents and the CRA  
22 propounded 434 requests for production of documents. Plaintiffs  
23 produced approximately 21,000 paper documents in response to the City  
24 and the CRA's requests. Plaintiffs served 477 requests for production of  
25 documents, including requests for critical documents such as loan  
26 agreements, project files and documents reflecting funding for housing  
27 projects within the CRA Housing Portfolio. The City produced 61,150  
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1 paper documents and the CRA produced 75,350 paper documents in  
2 response to Plaintiffs' requests. After extensive year-long negotiations  
3 involving multiple conferences with the Magistrate Judge, the City and  
4 CRA agreed to a predictive coding protocol and produced 10,000 ESI  
5 documents. Plaintiffs collected email documents for a nearly ten-year  
6 period from 21 custodians and ran searches. Plaintiffs produced 28,894  
7 ESI documents consisting of 179,161 pages.

8 g. Plaintiffs deposed 29 of the City's and CRA's witnesses including  
9 two Rule 30(b)(6) depositions each of the City and the CRA.

10 h. Plaintiffs prevailed on several discovery motions. For example, a  
11 discovery dispute arose over the scope of the relevant housing program.  
12 Defendants refused to provide discovery relating to properties other than  
13 the sixty named in the complaint. The Court granted Plaintiffs' motion,  
14 finding that Plaintiffs' action put at issue the entire inventory of housing  
15 built or rehabilitated with assistance from the CRA and allowing  
16 discovery regarding approximately 200 additional properties.

17 i. Plaintiffs retained seven experts including two experts on  
18 accessibility, a statistical expert, a demographer, an expert on program  
19 accessibility and two damages experts.

20 15. Based on this description, this case more than qualifies as complex civil  
21 litigation, and the information and opinions I provide below are regarding rates in  
22 Los Angeles for complex civil litigation.

23 16. As my case list demonstrates, I have been involved with, and successful  
24 in, a wide range of complex civil rights cases, and have regularly brought fee motions  
25 under numerous federal and state fee shifting provisions. I frequently provide fee  
26 declarations in support of fee applications by other attorneys in civil rights cases,  
27 which have been cited in fee orders in the Central District to support fees that are in  
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1 line with those that counsel for the Plaintiffs are seeking in this case. See, e.g., *Rauda*  
2 *v. City of Los Angeles*, CV08-3128 CAS (PJW), Fee Order dated Dec. 20, 2010, at 10  
3 (“With respect to the reasonableness of the fees requested, the Court finds that  
4 plaintiffs have sufficiently documented the fees requested. It further concludes, and is  
5 satisfied based on the declarations of Barrett S. Litt and Carol A. Sobel in support of  
6 plaintiffs’ motion that the hourly rates requested by plaintiffs are consistent with  
7 those in the relevant legal community for individuals having the stature of plaintiffs’  
8 counsel.”); *Lauderdale v. City of Long Beach*, No. CV 08-979 ABC (JWJx), Fee  
9 Order dated Jan. 11, 2010, at 11 (“Barrett S. Litt, another experienced civil rights  
10 litigator, also testified that the rates are in line with the Southern California market,  
11 his own experience, and fee awards in similar cases. (Litt Decl. ¶¶ 26–31.)”).

12 17. I regularly review a variety of material to keep abreast of rates charged  
13 and awarded for complex litigation in Southern California. I do this in a variety of  
14 ways, including contacting firms to provide (on either a public or confidential basis)  
15 current rate information; speaking with other attorneys familiar with complex  
16 litigation rates; and reviewing court filings regarding attorneys’ fees (including both  
17 fee applications and fee awards). I have also reviewed rates reported in Court Express  
18 for bankruptcy work by California law firms for the year 2009. My review of selected  
19 billing rate information has included, at various times, review of rates from various  
20 large law corporate firms. In particular, I have recently collected a wide variety of  
21 civil rights awards (either lodestar awards or lodestar crosschecks in civil rights class  
22 action fee awards) and class action awards in consumer cases with lodestar  
23 crosschecks, the results of which are described further on in this declaration. This has  
24 included review of rates sought and awarded to such boutique civil rights firms as my  
25 own firm(s); the ACLU; the Disability Rights Legal Center; Disability Rights  
26 Advocates; Hadsell, Stormer et al.; the Law Offices of Carol Sobel; Schonbrun,  
27 DeSimone et al.; and awards to various individual practitioners and other firms

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1 receiving court awarded attorney's fees.

2 18. The rate information on which I rely is set forth in full in Exhibit B to  
3 this Declaration, broken into three tables, described as follows:

4 a. Table 1: *Civil Rights Lodestar Awards/Lodestar Crosschecks*.

5 These are taken from reported attorney fee awards, or filed court  
6 orders, in civil rights cases where there was either a direct lodestar  
7 award or a lodestar crosscheck against a percentage of the  
8 settlement or award fee.

9 b. Table 2: *Consumer/Wage & Hour Class Action Lodestar*  
10 *Crosschecks*. This is self-explanatory, and was taken from reported  
11 cases.

12 c. Table 3: *Commercial or Reported Standardized Rates Reflected in*  
13 *Select Attorney Fee Awards, Declarations or Reports*. These are a  
14 firm's standard rates reported either in a court filing, referred to in  
15 a court decision, provided to counsel, or contained in the 2009  
16 Court Express summary of bankruptcy filings referred to  
17 previously.

18 19. Exhibit B contains three cuts of the same information, each containing  
19 three tables, organized and designated as follows: 1) organized by firm; 2) organized  
20 by years of graduation, most to least; and 3) organized by rates, highest to lowest  
21 (based on the adjusted rate for the year 2014, which concept is described below). I  
22 draw on this rate information in addressing the reasonableness of the rates requested  
23 in the Plaintiffs' motion, and include what I consider the most relevant references in  
24 the body of this Declaration.

25 20. All of the rates sought in this case are well within the rates charged by  
26 attorneys of comparable experience in the Southern California area for complex civil  
27 rights work. Below I address the rates sought in this case, and compare them to

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1 attorneys of comparable or lesser experience, skill and reputation seeking or charging  
 2 comparable or lesser rates. In the charts that I attach as Exhibit B, and incorporate as  
 3 relevant into the body of this Declaration, I provide the following information:

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<b>Term</b>	<b>Description</b>
Attorney	The name of the attorney awarded the rate listed or, for the commercial firms, their normal rates (or indicate if the individual identity is unknown)
Firm	The firm listed
Practice Years	The years in practice at the time of the award or, if it could be clearly determined from the opinion or other available information, the years in practice when the fee application was made. In parentheses are the years of law school graduation
Rate	The rate awarded in the case of awards, or normally charged for commercial firms
Year	The year of the award or the year of the fee application if those rates were used.
Adjusted Rate	An adjustment to the fee award to compensate for the passage of time, the basis for which is described in ¶¶ 22-25 below.
SuperLawyer	Whether the attorney listed is currently listed as a SuperLawyer, the reason for which is described in ¶ 26 below.

23 21. The name of the case in which the fee was awarded or, for commercial  
 24 rates (where applicable) filed for, is noted by the use of a superscript number next to  
 25 the name of the attorney. At the bottom of the charts in Exhibit B (and incorporated  
 26 as relevant if the reference is used in the body of this Declaration), the name and case  
 27 number, and/or Westlaw cite of the case is listed if the source is from a public filing.

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1 If the source is not from a public filing, the non-public source is identified and/or  
2 attached. Cases not in Westlaw, documents from a case file, and non-public  
3 documents that are relied upon are (with the exception of Court Express) that are  
4 referenced by a superscript number are attached with a designated Exhibit Number  
5 (which number matches the superscript number).<sup>1</sup> If the case is in Westlaw, it is not  
6 attached.

7 22. The “Adjusted Rate” is an inflation adjustment so that what that rate  
8 would be in 2014, adjusted for the passage of time, based on the mean (numerical  
9 average) of the nation-wide Legal Services Component of the Consumer Price Index  
10 produced by the Bureau of Labor Statistics of the United States Department of Labor,  
11 which is reproduced by Dr. Michael Kavanaugh in his website for the “Updated  
12 Laffey Matrix.” The “Updated Laffey Matrix” has been cited, and relied on, by courts  
13 in D.C.<sup>2</sup>.

14 23. I used an adjustment factor of 3% per annum. I reached this number by  
15 taking the average of the Legal Services CPI for the ten years June 2007 to May

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17 <sup>1</sup> So, for example, if the superscript uses the number “81” to designate the case, then  
the exhibit, if attached, will be Exhibit 81.

18 <sup>2</sup> See *Salazar v. Dist. of Columbia*, 123 F. Supp. 2d 8, 13 (D.D.C. 2000); *Smith v.*  
19 *Dist. of Columbia*, 466 F. Supp. 2d 151, 155 (D.D.C. 2006) (the use of the updated  
20 Laffey Matrix is reasonable and consistent with previous precedent from our Court of  
21 Appeals, as well as from this Court in *Salazar*” and is “more accurate in that the  
22 calculation was based on increases/decreases in legal services rather than  
increase/decreases in the entire CPI”); *McDowell v. District of Columbia*, Civ. A. No.  
23 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001)  
24 (“Plaintiffs may point to such evidence as an updated version of the Laffey matrix”);  
*Salazar v. Dist. of Columbia*, 750 F. Supp. 2d 70, 72 (D.D.C. 2011) (affirming use of  
25 the adjusted rate based on the national legal services data for monitoring work in the  
26 case, and rejecting Defendant’s contention that the United States Attorney’s matrix  
should be used instead); *Biery v. United States*, 2016 WL 1128079 (Fed. Cir. Mar.  
27 23, 2016) (the district court has the discretion to choose between the Adjusted Laffey  
Matrix and the Kavanaugh Matrix as a starting point to calculate attorneys’ fees).

1 2017, which came to 1.03019 (rounded down to 1.03). See  
2 <http://www.laffeymatrix.com/see.html>.

3 24. Further, other information indicates that the 3% inflation factor is, if  
4 anything, an understatement of the increase in rates over the past several years. This  
5 is a national figure, and fees in urban large metropolitan areas will likely have risen  
6 more rapidly. Thus, for example, the Wall Street Journal reported in April 2013, that,  
7 in “the first quarter of 2013, the 50 top-grossing U.S. law firms boosted their partner  
8 rates by as much as 5.7%, billing on average between \$879 and \$882 an hour” and  
9 that, in 2012, “legal fees in general rose 4.8% and associate billing rates rose by  
10 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of Wolters  
11 Kluwer, WKL.AE -0.57% and CEB, a research and advisory-services company.  
12 Those numbers are based on legal-spending data from more than 17,000 law firms.”  
13 See “On Sale: the \$1,150-Per-Hour- Lawyer”, WSJ, April 9, 2013,  
14 [http://online.wsj.com/news/articles.](http://online.wsj.com/news/articles.3)<sup>3</sup>

15 25. I have spent the time I have validating the adjustment factor used  
16 because, in analyzing the rates, I use the adjusted rate, not the awarded or listed rate,  
17 to compare to the requested rates in the fee application. It is not a valid comparison to  
18 take a fee from five years ago, for example, for a 20 year lawyer, and compare it to a  
19 fee for a 20 year lawyer today because it does not account for the change in rates in  
20 today’s legal dollars. (Nor, if it is for the same lawyer, does it take account of the fact

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22 <sup>3</sup> See also, e.g., “Top Law Firms Still Tops in Rates, Billable Hours”, Hildebrandt  
23 Institute, January 10, 2013, 22. [http://hildebrandtblog.com/2013/01/10/top-law-](http://hildebrandtblog.com/2013/01/10/top-law-firms-still-tops-in-rates-billable-hours)  
24 [firms-still-tops-in-rates-billable-hours](http://hildebrandtblog.com/2013/01/10/top-law-firms-still-tops-in-rates-billable-hours): “A survey from The National Law Journal  
25 (NLJ) (registration required) found that median partner rates were up 4.5 percent  
26 from 2011 to \$517 an hour in 2012, and the median associate rate rose 3.5 percent to  
27 \$323, with hourly rates ranging from \$130 to \$1,285 and a median hourly rate of  
\$432. This gibes with the findings of the Major Lindsey & Africa (MLA) “Partner  
Compensation Survey 2012,” which recorded an hourly rate range from \$115 to  
\$1,265 and an average partner billing rate of \$584 (up from \$555 in 2010).”



1 that the lawyer is now five years more experienced than when the prior rate was  
2 awarded.)

3 26. I have identified those lawyers who are listed as SuperLawyers because it  
4 is one measure of an attorney's skill, experience and reputation. It is reasonable to  
5 conclude that an attorney who is listed as a SuperLawyer should be on the very high  
6 end of rates for attorneys of their years of experience, especially since, as the chart  
7 shows, comparable rates have been awarded or listed by attorneys of the same years  
8 of experience who are not identified as SuperLawyers. Because, as of the time of  
9 preparing this Declaration, I have not yet had the time to update my charts that are  
10 provided as Exhibit B, the determination of whether someone is a SuperLawyer in  
11 that exhibit is based by a check of a member of my staff under my direction in  
12 January 2014. Thus, it is not fully up to date. SL indicates SuperLawyer and RS  
13 indicates Rising Star.

14 27. Similarly, the adjusted rates listed in these charts are rates adjusted  
15 through 2015 and thus are low by 3% because they have not yet been adjusted to  
16 2016. (However, since the drafting of this Declaration, the adjusted rates contained in  
17 the charts in Exhibit B have been updated to 2016, and reflect the correct adjusted  
18 rates even though the ones copied into this Declaration were from 2015. They will  
19 accordingly differ by 3%, i.e., the 2015 rate multiplied by 1.03 is the correct amount  
20 and is shown in Exhibit B.)

21 28. The years of practice for an attorney is based on either information  
22 directly provided by the source or, where it was not so provided, by checking the  
23 attorney's website or the California State Bar Member Search. (In some cases, the  
24 year of admission to the Bar may not be completely reliable because there may be  
25 reasons that an attorney's years of admission to the California State Bar are less than  
26 the years of practice. For example, admission may be delayed by the Bar's check on  
27 an attorney, or may have delayed taking the California Bar or have first practiced in a  
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1 different state. Where the attorney graduated from a California law school, it is likely  
 2 that s/he graduated the same year as the Bar admission.)

3 29. The rates being requested are for the lawyers identified in the table  
 4 below, which includes their year of practice and whether they are listed as a  
 5 SuperLawyer.

<u>NAME</u>	<u>PRACTICE YEARS</u>	<u>RATE</u>	<u>Super Lawyer</u>
<b>Relman, Dane &amp; Colfax</b>			
John Relman, Founding & Managing Partner	1983 (33 years)	\$975.00	SL
Michael Allen, Partner	1985 (31 years)	\$900.00	
Scott Chang	1990 (26 years)	\$750.00	
Tom Keary	1973 (43 years)	\$750.00	
Jennifer Klar, Partner	2002 (14 years)	\$675.00	
Liyah Brown	2004 (12 years)	\$625.00	
Sasha Samberg-Champion	2004 (12 years)	\$625.00	
Jia Cobb	2005 (11 years)	\$625.00	
Jamie Crook	2006 (10 years)	\$600.00	
Emilie Burnette	2007 (9 years)	\$575.00	
Tim Smyth	2007 (9 years)	\$575.00	
Jean Zachariasiewicz	2010 (6 years)	\$500.00	
Laura Arandes	2011 (5 years)	\$500.00	
Margaret Burgess	2015 (1 year)	\$320.00	
<b>Disability Rights California</b>			
Dara Schur	1979 (37 years)	\$900.00	
Autumn Elliott	2003 (13 years)	\$645.00	
Panchalam Srividya	2009 (7 years)	\$540.00	
Richard Diaz	2012 (4 years)	\$475.00	
<b>Disability Rights Legal Center</b>			
Paula D. Pearlman	1982 (34 years)	\$855.00	SL
Michelle Uzeta	1992 (24 years)	\$750.00	SL
Maronel Barajas	2003 (13 years)	\$650.00	
Umbreen Bhatti	2005 (11 years)	\$600.00	
Rebecca Craemer	2006 (10 years)	\$575.00	
<b>David Geffen Law Firm</b>			
David Geffen	1986 (30 years)	\$800.00	
Abdel Nassar	2008 (8 years)	\$550.00	

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1 *Californians for Disability Rights, Inc. v. California Dep't of Transp.*, C 06-5125  
2 SBA, 2011 WL 8180376 (N.D. Cal. Feb. 2, 2011) (lodestar award in settlement of  
3 ADA case), which would amount to an adjusted rate of approximately \$1110 per  
4 hour. Mr. Allen was also recently awarded \$1150 in *Willits v. City of Los Angeles*,  
5 Case No. CV 10-5782 CBM (RZx) (ECF No. 418) (C.D. Cal. Aug. 25, 2016). I have  
6 addressed Mr. Relman separately because he is seeking the highest rate although he is  
7 not the most senior attorney. My understanding is that the reason for this is his  
8 recognized expertise and recognition in housing and accessibility issues. I also  
9 understand that due to this expertise Mr. Relman is paid at this rate by clients for  
10 whom he conducts civil rights best practices work.

11 33. Below I list other awards or rates at similar amounts. While in statutory  
12 fee award cases, there are only a few awards at comparable rates, they are common in  
13 commercial cases. As I mentioned above, I rely on the adjusted rate in order to  
14 compare apples to apples. I supply these in the different tables previously described –  
15 civil rights awards, consumer class actions lodestar crosschecks, and commercial  
16 rates, as appropriate. The awards for lawyers from large firms who received civil  
17 rights fee awards, although none are within the range of years of practice relevant  
18 here, consistently demonstrates the awarded rates for such attorneys are significantly  
19 higher in adjusted dollars than those sought here when factoring in years of  
20 experience. For example, Angela Padilla, a 15 year attorney (18 years less experience  
21 than Mr. Relman), received \$600 ten years ago, which comes to approximately \$870  
22 in dollars adjusted to 2016, and an unnamed Bingham McCutcheon attorney with 13  
23 years' experience (20 years less experience than Mr. Relman) was awarded \$665 in  
24 2010, which comes to over \$800 in dollars adjusted to 2016. Larry Paradis from  
25 Disability Rights Advocates, then a 26 year attorney (7 years less experience than Mr.  
26 Relman) received \$730 in 2010, which amounts to over \$900 in dollars adjusted to  
27 2016; in 2013, Mr. Paradis was awarded \$800 (based on 2012 rates when he was a 27

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1 year attorney), which also comes to over \$900 in dollars adjusted to 2016.

2 34. The commercial rates I have collected for complex litigation are taken  
3 from Table 3 of Exhibit B. Table 3 shows attorneys in commercial cases of  
4 comparable or lesser experience commanding fees (again, based on adjusted dollars),  
5 many substantially higher than those requested here. It is well established that civil  
6 rights rates were intended by Congress to be comparable to complex commercial  
7 litigation such as antitrust. *See, e.g., Craft v. Cnty. of San Bernardino*, 624 F. Supp.  
8 2d 1113, 1122-23 (C.D. Cal. 2008) (“declarations establish that the hourly rates set  
9 are similar to those for attorneys of comparable skill and experience at the rates paid  
10 for complex federal litigation, which was Congress' intent for civil rights cases. *See*  
11 *City of Riverside v. Rivera*, 477 U.S. 561, 575-576, 106 S.Ct. 2686, 91 L.Ed.2d 466  
12 (1986) (quoting Senate Report, at 6, U.S.Code Cong. & Admin. News 1976, p. 5913,  
13 supra, (“Congress intended civil rights fees to be comparable to that for ‘other types  
14 of equally complex Federal litigation, such as antitrust cases’”). There is nothing to  
15 suggest that the legal work involved in the rates referenced in Table 3 is more  
16 complex than a complex civil rights case. Thus, although more of the comparable  
17 rates in terms of years of practice for Mr. Relman arise in the commercial rate  
18 context, it is fully appropriate to apply the same standards here. If anything, the  
19 commercial rates are stronger indicators of a reasonably hourly rate because they are  
20 probative of what the legal market pays for comparable expertise and complexity.  
21 The Commercial Rate Table contains many attorneys with years of practice in the  
22 mid to low twenties (or even less) with adjusted rates in excess of \$900.

23 35. Because it would consume an undue amount of space to list the cases,  
24 rate sources etc. relied upon in the body of this Declaration, I do not list them in the  
25 Declaration for any of the tables. Pages 13-16 of Exhibit B contain the full name of  
26 each reference used, and the source referred to, by superscript number. (For example,  
27 using the reference from Table 1 to Larry Paradis, superscript #13 refers to the Fee  
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1 award in *Communities Actively Living Independent and Free v. City of Los Angeles*,  
2 2:090cv-00287 CBM-RZ-Doc # 255 (C.D. Cal. 6/10/13) (lodestar award in  
3 settlement of ADA injunctive relief class action), the citation to which may be found  
4 at page 14 of Exhibit B.)

5 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

6 Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super- Lawyer
7 Ian Herzog <sup>24</sup>	Law Office of Ian Herzog	44 (1967)	\$1,000	2011	\$1,125.51	SL
8 Jose R. Allen <sup>4</sup>	Skadden Arps	34 (1976)	\$930	2010	\$1,110.47	SL
9 Barrett S. Litt <sup>34</sup>	Kaye, McLane, Bednarski & Litt	45 (1969)	\$975	2014	\$1,034.38	
10 Sid Wolinsky <sup>4</sup>	DRA*	49 (1961)	\$835	2010	\$967.99	
11 Sid Wolinsky <sup>13</sup>	DRA*	51 (1961)	\$860	2012	\$967.94	
12 Barrett S. Litt <sup>8</sup>	Litt, Estuar & Kitson	43 (1969)	\$850	2012	\$956.68	SL
13 Paul R. Fine <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	39 (1972)	\$850	2011	\$956.68	SL
14 Unnamed <sup>10</sup>	Rosen Bien & Galvan	48 (1962)	\$800	2010	\$955.24	
15 Barrett S. Litt <sup>6</sup>	Litt, Estuar & Kitson	40 (1969)	\$800	2009	\$955.24	SL
16 Barrett S. Litt <sup>15</sup>	Litt, Estuar & Kitson	39 (1969)	\$750	2008	\$950.08	SL
17 Barrett S. Litt <sup>7</sup>	Litt, Estuar & Kitson	38 (1969)	\$725	2007	\$945.96	SL
18 Dan Stormer <sup>8</sup>	HSKRR****	38 (1974)	\$825	2012	\$928.54	SL
19 Bill Lann Lee <sup>18</sup>	Lewis, Feinberg, Lee, Renaker, & Jackson	38 (1974)	\$825	2012	\$928.54	SL
20 Mark Rosenbaum <sup>2</sup>	ACLU	35 (1974)	\$740	2009	\$910.11	SL

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**Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Christopher Cox <sup>29</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$901.77	
Stephen Glick <sup>24</sup>	Law Offices of Stephen Glick	37 (1974)	\$800	2011	\$900.41	SL
Larry Paradis <sup>13</sup>	DRA*	27 (1985)	\$800	2012	\$900.41	

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Thomas J. Nolan <sup>82</sup>	Skadden Arps	40 (1971)	\$1095	2011	\$1,269.41	SL
Daniel Perry <sup>93</sup>	Milbank, Tweed	14 (2000)	\$1135	2014	\$1,204.12	SL RS
Jason D. Russell <sup>82</sup>	Skadden Arps	18 (1993)	\$1030	2011	\$1,194.05	SL
Unnamed <sup>92</sup>	Davis, Polk	23 (1986)	\$960	2009	\$1,180.68	
Unnamed <sup>92</sup>	Davis, Polk	19 (1990)	\$955	2009	\$1,174.53	
Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$1,164.90	
Unnamed <sup>91</sup>	Paul Hastings	36 (1974)	\$940	2010	\$1,122.41	
Wayne Barsky <sup>86</sup>	Gibson Dunn	26 (1983)	\$905	2009	\$1,113.04	
Unnamed <sup>85</sup>	Paul Hastings	33 (1978)	\$940	2011	\$1,089.72	N/A
Gordon Kirscher <sup>90</sup>	O'Melveny & Myers	38 (1971)	\$860	2009	\$1,057.69	
Unnamed <sup>92</sup>	O'Melveny & Myers	34 (1975)	\$860	2009	\$1,057.69	
Unnamed <sup>92</sup>	Klee, Tuchin	19 (1990)	\$850	2009	\$1,045.39	
Arturo Gonzalez <sup>83</sup>	Morrison Foerster	28 (1985)	\$950	2013	\$1,038.09	SL
Daniel Kolkey <sup>86</sup>	Gibson Dunn	32 (1977)	\$840	2009	\$1,033.09	
Unnamed <sup>84</sup>	Lieff Cabraser	42 (1970)	\$900	2012	\$1,012.96	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	38 (1974)	\$900	2012	\$1,012.96	N/A
Unnamed <sup>11</sup>	Arnold & Porter	39 (1974)	\$910	2013	\$994.38	N/A
Unnamed <sup>85</sup>	Paul Hastings	23 (1998)	\$850	2011	\$985.38	N/A
Unnamed <sup>92</sup>	Weil Gotshal	23 (1986)	\$799	2009	\$982.67	



1 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee**  
**Awards, Declarations or Reports**

2 <b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
4 Brian J. Hennigan <sup>89</sup>	Irell & Manella	25 (1983)	\$775	2008	\$981.75	SL
5 Unnamed <sup>92</sup>	Gibson Dunn	25 (1974)	\$790	2009	\$971.60	
6 Marcellus McRae <sup>86</sup>	Gibson Dunn	21 (1988)	\$785	2009	\$965.45	
7 Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$954.81	
9 Alejandro Mayorkas <sup>90</sup>	O'Melveny & Myers	23 (1986)	\$770	2009	\$947.00	
10 Unnamed <sup>92</sup>	Hennigan, Bennett	30 (1979)	\$760	2009	\$934.70	
11 Unnamed <sup>92</sup>	Pachulski, Stang	27 (1982)	\$750	2009	\$922.41	
12 Unnamed <sup>92</sup>	White & Case	24 (1985)	\$750	2009	\$922.41	
13 Unnamed <sup>92</sup>	Morrison & Foerster	24 (1985)	\$750	2009	\$922.41	
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15 Diane Hutnyan <sup>81</sup>	Quinn Emanuel	15 (1997)	\$790	2012	\$917.29	
16 Christopher Cox <sup>95</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$901.77	

17 b. **Senior Attorneys Other Than Mr. Relman (Michael Allen,**  
 18 **Dara Schur, Paula Pearlman, David Geffen, Tom Keary) -**  
 19 **30-43 Years' Experience**

20 36. Michael Allen is a Partner at Relman, Dane & Colfax and a 1985 law  
 21 graduate (31 years). He served as lead counsel in this litigation. An hourly rate of  
 22 \$900.00 per hour is sought for Mr. Allen. Dara L. Schur is currently Litigation  
 23 Counsel and formerly Director of Litigation for Disability Rights California. The rate  
 24 being requested for Ms. Schur in this matter is also \$900.00 per hour. Ms. Schur is a  
 25 1979 law school graduate (36 years).

26 37. Paula Perlman, former Executive Director of Disability Rights Legal  
 27 Center is a 1982 law graduate (34 years). The hourly rate being sought for Ms.



1 Perlman is \$855.00 per hour. David Geffen, a principal at David Geffen Law Firm, is  
 2 1986 law graduate (30 years). The rate being requested for Mr. Geffen in this matter  
 3 is \$800.00 per hour.

4 38. Tom Keary, formerly Counsel at Relman Dane & Colfax, is a 1973 law  
 5 graduate and has 43 years’ experience. The requested rate for him is \$750.

6 39. Below I list additional awards or rates for attorneys of comparable or  
 7 fewer years to these attorneys who have these or similar rates. In doing so, as I  
 8 mentioned above. I rely on the adjusted rate in order to compare apples to apples. I  
 9 supply these in the three different tables previously described – civil rights awards,  
 10 consumer class actions lodestar crosschecks, and commercial rates. Because there are  
 11 relatively few awards for lawyers of over 35 years’ experience, I also use rates for  
 12 lawyers of lesser years’ experience, which, when viewed in the context of the  
 13 difference in years as an attorney, also support the requested rates. I do not provide  
 14 additional commercial rate references as the information I provided more than  
 15 supports the requested rates.

16

17 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

18 Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
19 Dan Stormer <sup>8</sup>	HSKRR****	38 (1974)	\$825	2012	\$928.54	SL
20 Bill Lann Lee <sup>18</sup>	Lewis, Feinberg, Lee, Renaker, & Jackson	38 (1974)	\$825	2012	\$928.54	SL
21 Barrett S. Litt <sup>7</sup>	Litt, Estuar & Kitson	38 (1969)	\$725	2007	\$945.96	SL
22 John Houston Scott <sup>11</sup>	Scott Law Firm	37 (1976)	\$725	2013	\$792.23	
23 Stephen Glick <sup>24</sup>	Law Offices of Stephen Glick	37 (1974)	\$800	2011	\$900.41	SL

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**Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Mark Rosenbaum <sup>2</sup>	ACLU	35 (1974)	\$740	2009	\$910.11	SL
Thomas P. Greerty <sup>11</sup>	Law Offices of Thomas P. Greerty	34 (1979)	\$725	2013	\$792.23	
Jose R. Allen <sup>4</sup>	Skadden Arps	34 (1976)	\$930	2010	\$1,110.47	SL
Paul L. Hoffman <sup>6</sup>	Schonbrun, de Simone	33 (1976)	\$750	2009	\$895.54	SL
Carol Sobel <sup>21</sup>	Law Office of Carol Sobel	32 (1978)	\$725	2010	\$865.69	SL
Unnamed <sup>10</sup>	Prison Law Office	32 (1978)	\$700	2010	\$835.84	
Unnamed <sup>10</sup>	Bingham, McCutcheon	32 (1978)	\$700	2010	\$835.84	
Carol Sobel <sup>2</sup>	Law Ofc Carol Sobel	31 (1978)	\$710	2009	\$873.21	SL
Carol A. Sobel <sup>6</sup>	Law Offices of Carol Sobel	31 (1978)	\$710	2009	\$847.78	SL
Dale Galipo <sup>32</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$848.72	
Dale Galipo <sup>33</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$848.72	

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**c. Scott Chang and Michelle Uzeta - 24-26 Years' Experience**

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**Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Michael Bien <sup>9</sup>	Rosen Bien Galvan & Grunfeld	28 (2008)	\$640	2008	\$810.73	SL
David M. McLane <sup>34</sup>	Kaye, McLane, Bednarski & Litt	28 (1988)	\$775	2014	\$822.20	
Jim DeSimone <sup>28</sup>	Schonbrun, de Simone	28 (1985)	\$725	2013	\$792.23	
Dale	Law Ofc of Dale	28 (1984)	\$700	2012	\$787.86	SL

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**Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Galipo <sup>16</sup>	Galipo					
Susan Abitanta <sup>24</sup>	Law Office of Ian Herzog	28 (1983)	\$600	2011	\$675.31	SL
Robert Rubin <sup>20</sup>	LCCR	28 (1978)	\$625	2006	\$839.95	
Larry Paradis <sup>13</sup>	DRA*	27 (1985)	\$800	2012	\$900.41	
Matthew Righetti <sup>19</sup>	Righetti Glugoski	27 (1985)	\$750	2012	\$844.13	SL
James de Simone <sup>3</sup>	Schoenbrun, de Simon	27 (1985)	\$695	2012	\$782.23	SL
Ronald O. Kaye <sup>34</sup>	Kaye, McLane, Bednarski & Litt	26 (1988)	\$775	2014	\$822.20	
Humberto Guizar <sup>16</sup>		26 (1986)	\$500	2012	\$562.75	
Laurence Paradis <sup>4</sup>	DRA*	26 (1985)	\$730	2010	\$871.66	SL
Daniel B. Kohrman <sup>4</sup>	AFL*****	26 (1984)	\$740	2010	\$883.60	
Ron Elsberry <sup>13</sup>	DRA*	25 (1987)	\$725	2012	\$815.99	
Ben Schonbrun <sup>5</sup>	Schonbrun, de Simone	25 (1985)	\$650	2010	\$776.13	SL
Timothy G. Blood <sup>30</sup>	Blood Hurst and O'Reardon	24 (1990)	\$695	2014	\$737.33	
Michael Haddad <sup>27</sup>	Haddad & Sherwin	23 91991)	\$725	2014	\$769.15	
Christopher Cox <sup>29</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$901.77	

1           40. Below are additional commercial rates for attorneys with comparable or  
 2 less experience and adjusted rates significantly higher.

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5 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

6 Atty	7 Firm	8 Practice Yrs [Grad Yr]	9 Rate	10 Year	11 Adjusted Rate	12 Super-Lawyer
13 Arturo Gonzalez <sup>83</sup>	Morrison Foerster	28 (1985)	\$950	2013	\$1,038.09	SL
14 Unnamed <sup>92</sup>	Pachulski, Stang	27 (1982)	\$750	2009	\$922.41	
15 Wayne Barsky <sup>86</sup>	Gibson Dunn	26 (1983)	\$905	2009	\$1,113.04	
16 Brian J. Hennigan <sup>89</sup>	Irell & Manella	25 (1983)	\$775	2008	\$981.75	SL
17 Unnamed <sup>92</sup>	Gibson Dunn	25 (1974)	\$790	2009	\$971.60	
18 Marc Becker <sup>81</sup>	Quinn Emanuel	24 (1988)	\$1035	2012	\$821.62	N/A
19 Unnamed <sup>84</sup>	Lieff Cabraser	24 (1988)	\$775	2012	\$872.27	N/A
20 Unnamed <sup>92</sup>	White & Case	24 (1985)	\$750	2009	\$922.41	
21 Unnamed <sup>92</sup>	Morrison & Foerster	24 (1985)	\$750	2009	\$922.41	
22 Unnamed <sup>92</sup>	Pachulski, Stang	24 (1985)	\$675	2009	\$830.16	
23 Unnamed <sup>85</sup>	Paul Hastings	23 (1998)	\$850	2011	\$985.38	N/A
24 Christopher Cox <sup>95</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$901.77	
25 Unnamed <sup>92</sup>	Davis, Polk	23 (1986)	\$960	2009	\$1,180.68	
26 Unnamed <sup>92</sup>	Weil Gotshal	23 (1986)	\$799	2009	\$982.67	
27 Alejandro Mayorkas <sup>90</sup>	O'Melveny & Myers	23 (1986)	\$770	2009	\$947.00	
28 Unnamed <sup>92</sup>	Pachulski,	22 (1987)	\$725	2009	\$891.66	

1 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee**  
 2 **Awards, Declarations or Reports**

3 Atty	4 Firm	5 Practice Yrs [Grad Yr]	6 Rate	7 Year	8 Adjusted Rate	9 Super-Lawyer
	Stang					
10 Unnamed <sup>92</sup>	Munger, Tolles	22 (1987)	\$725	2009	\$891.66	
11 Unnamed <sup>84</sup>	Lieff Cabraser	21 (1991)	\$700	2012	\$787.86	N/A
12 Marcellus McRae <sup>86</sup>	Gibson Dunn	21 (1988)	\$785	2009	\$965.45	
13 Unnamed <sup>92</sup>	Munger, Tolles	21 (1988)	\$600	2009	\$737.92	
14 Mark D. Kemple <sup>88</sup>	Greenberg Traurig	20 (1989)	\$675	2009	\$855.07	SL
15 Unnamed <sup>92</sup>	Pachulski, Stang	20 (1989)	\$645	2009	\$793.27	
16 Unnamed <sup>11</sup>	Quinn Emanuel	20	\$700	2013	\$889.15	N/A
17 Unnamed <sup>92</sup>	Davis, Polk	19 (1990)	\$955	2009	\$1,174.53	

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21 **d. Maronel Barajas, Autumn Elliott, and Jennifer Klar (2002-**  
 22 **2003) – Thirteen to Fourteen Years’ Experience**

23 41. Maronel Barajas is Managing Attorney at Disability Rights Legal Center  
 24 and a 2003 law graduate (13 years). The rate being requested for Ms. Barajas in this  
 25 matter is \$650.00 per hour. Autumn Elliott is an Associate Managing Attorney for  
 26 Disability Rights California and also has 13 years of legal experience. The hourly rate  
 27 being requested for Ms. Elliott is \$645.00 per hour. Jennifer Klar is a partner at  
 28

1 Relman, Dane & Colfax and is a 2002 law graduate (14 years). An hourly rate of  
 2 \$675.00 per hour is requested for Ms. Klar.

3 42. Below are awarded civil rights fees in comparable adjusted rates for  
 4 similar years of experience. Again, the commercial rates are generally far higher.

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6 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

7 <b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
8 Matthew 9 McNicholas <sup>17</sup>	McNicholas & McNicholas	15 (1997)	\$700	2012	\$787.86	SL
10 Angela 11 Padilla <sup>20</sup>	Morrison Foerster	15 (1991)	\$600	2006	\$806.35	SL
12 Gene J. 13 Stonebarger <sup>31</sup>	Stonebarger Law, APC	14 (2000)	\$650	2014	\$689.59	
14 Paul Estuar <sup>7</sup>	Litt, Estuar & Kitson	14 (1993)	\$485	2007	\$632.81	SL
15 Shawna 16 Parks <sup>13</sup>	DRA*	13 (1999)	\$665	2012	\$748.46	RS SL
17 Unnamed <sup>10</sup>	Bingham, McCutcheon	13 (1997)	\$655	2010	\$782.10	
18 Unnamed <sup>10</sup>	Rosen Bien & Galvan	13 (1997)	\$560	2010	\$668.67	
19 John 20 Glugoski <sup>19</sup>	Righetti Glugoski	12 (1997)	\$650	2012	\$731.58	
21 Kevin 22 LaHue <sup>34</sup>	Kaye, McLane, Bednarski & Litt	10 (2004)	\$600	2014	\$636.54	
23 Katherine 24 Weed <sup>13</sup>	DRA*	10 (2002)	\$600	2012	\$675.31	
25 Joseph J. 26 Ybarra <sup>1</sup>	MTO**	10 (2001)	\$550	2011	\$637.60	
27 Jennifer 28 Bezoza <sup>4</sup>	DRA*	10 (2000)	\$570	2010	\$680.61	
Shawna Parks <sup>14</sup>	DRLC	10 (1999)	\$525	2009	\$748.46	RS SL

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<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
Daniel Perry <sup>93</sup>	Milbank, Tweed	14 (2000)	\$1135	2014	\$1,204.12	SL RS
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$825	2014	\$875.24	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$700	2012	\$787.86	
Unnamed <sup>84</sup>	Lieff Cabraser	14 (1998)	\$585	2012	\$658.42	N/A
Thomas M. Riordan <sup>90</sup>	O'Melveny & Myers	14 (1995)	\$675	2009	\$830.16	
Unnamed <sup>92</sup>	Pachulski, Stang	14 (1995)	\$535	2009	\$657.98	
Victoria Maroulis <sup>81</sup>	Quinn Emanuel	13 (1999)	\$815	2012	\$827.25	SL
Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$954.81	
Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$1,164.90	
Melissa Dalziel <sup>81</sup>	Quinn Emanuel	12 (2000)	\$730	2012	\$889.15	
Unnamed <sup>85</sup>	Paul Hastings	12 (1999)	\$670	2011	\$776.71	N/A
Unnamed <sup>92</sup>	Klee, Tuchin	12 (1997)	\$650	2009	\$799.42	
Unnamed <sup>92</sup>	Gibson Dunn	12 (1997)	\$635	2009	\$780.97	
Unnamed <sup>92</sup>	Munger, Tolles	12 (1997)	\$525	2009	\$645.68	
Paralegal <sup>90</sup>	O'Melveny & Myers	12 (1997)	\$245	2009	\$301.32	
Unnamed <sup>84</sup>	Lieff Cabraser	11 (2001)	\$525	2012	\$590.89	N/A
Unnamed <sup>91</sup>	Paul Hastings	11 (1999)	\$670	2010	\$800.02	
Erik Swanholt <sup>88</sup>	Greenberg Traurig	11 (1998)	\$575	2009	\$728.39	SL
Hillary A. Hamilton <sup>82</sup>	Skadden Arps	10 (2001)	\$710	2011	\$823.08	
Unnamed <sup>91</sup>	Paul	10 (2000)	\$660	2010	\$788.07	



1 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee**  
 2 **Awards, Declarations or Reports**

3 Atty	4 Firm	5 Practice Yrs [Grad Yr]	6 Rate	7 Year	8 Adjusted Rate	9 Super- Lawyer
	Hastings					
Jorge DeNeve <sup>90</sup>	O’Melveny &Myers	10 (1998)	\$620	2009	\$762.52	

6 e. **Umbreen Bhatti, Liyah Brown, Emilie Burnette, Jia Cobb,**  
 7 **Rebecca Craemer, Jamie Crook, Abdel Nassar, Sasha**  
 8 **Samberg-Champion, Tim Smyth (2005-2008) – Eight to**  
 9 **Twelve Years’ Experience**

10 43. Umbreen Bhatti was a staff attorney at DRLC’s Civil Rights Litigation  
 11 Program and is a 2005 law graduate (11 years). An hourly rate of \$600.00 per hour is  
 12 sought by Ms. Bhatti. Liyah Brown was an attorney with Relman Dane & Colfax and  
 13 is a 2004 law graduate who has been an attorney for 12 years. An hourly rate of  
 14 \$625.00 per hour is sought for Ms. Brown. Emilie Burnette was an attorney with  
 15 Relman, Dane & Colfax and a 2007 law graduate (9 years). An hourly rate of \$575.00  
 16 per hour is sought for Ms. Burnette. Jia Cobb is Counsel with Relman, Dane &  
 17 Colfax and has been an attorney for 11 years (2005 graduate). She seeks an hourly  
 18 rate of \$625.00 per hour. Rebecca Craemer was a Litigation Attorney at DRLC and a  
 19 2006 law graduate (10 years). An hourly rate of \$575.00 per hour is requested for Ms.  
 20 Craemer. Jamie Crook is Counsel for Relman, Dane & Colfax and has been an  
 21 attorney for 10 years. The rate being requested for Ms. Crook in this matter is  
 22 \$600.00 per hour. Abdel Nassar was an associate at the David Geffen Law Firm and  
 23 graduated from law school in 2008. The hourly rate being sought for Mr. Nassar is  
 24 \$550. Sasha Samberg-Champion is Counsel for Relman, Dane & Colfax and a 2004  
 25 law graduate (12 years). The hourly rate being sought for Mr. Samberg-Champion is  
 26 \$625.00 per hour. Tim Smyth was an Associate with Relman, Dane & Colfax and has  
 27 been an attorney for 9 years. An hourly rate of \$575.00 per hour is sought for Mr.

1 Smyth. The rates sought thus range from \$575 to \$650 depending on experience for  
 2 attorneys with 9-12 years' experience.

3 44. The tables below again reflect civil rights awards and commercial rates.  
 4 Again, the civil rights awards are comparable to those being sought, and the  
 5 commercial rates are generally far higher.

6

7 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

8 Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super- Lawyer
9 Shawna Parks <sup>13</sup>	DRA*	13 (1999)	\$665	2012	\$748.46	RS SL
10 Unnamed <sup>10</sup>	Bingham, McCutcheon	13 (1997)	\$655	2010	\$782.10	
11 Unnamed <sup>10</sup>	Rosen Bien & Galvan	13 (1997)	\$560	2010	\$668.67	
12 John Glugoski <sup>19</sup>	Righetti Glugoski	12 (1997)	\$650	2012	\$731.58	
13 Catherine Schmidt <sup>17</sup>	McNicholas & McNicholas	11 (2001)	\$500	2012	\$562.75	
14 Belinda Escobosa Helzer <sup>1</sup>	ACLU	11 (2000)	\$525	2011	\$590.89	
15 Kevin LaHue <sup>34</sup>	Kaye, McLane, Bednarski & Litt	10 (2004)	\$600	2014	\$636.54	
16 Katherine Weed <sup>13</sup>	DRA*	10 (2002)	\$600	2012	\$675.31	
17 Joseph J. Ybarra <sup>1</sup>	MTO**	10 (2001)	\$550	2011	\$637.60	
18 Jennifer Bezoza <sup>4</sup>	DRA*	10 (2000)	\$570	2010	\$680.61	
19 Shawna Parks <sup>14</sup>	DRLC	10 (1999)	\$525	2009	\$748.46	RS SL

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26 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee**  
 27 **Awards, Declarations or Reports**

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	Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
1							
2							
3	Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$954.81	
4	Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$1,164.90	
5	Melissa Dalziel <sup>81</sup>	Quinn Emanuel	12 (2000)	\$730	2012	\$889.15	
6	Unnamed <sup>85</sup>	Paul Hastings	12 (1999)	\$670	2011	\$776.71	N/A
7	Unnamed <sup>92</sup>	Klee, Tuchin	12 (1997)	\$650	2009	\$799.42	
8	Unnamed <sup>92</sup>	Gibson Dunn	12 (1997)	\$635	2009	\$780.97	
9	Unnamed <sup>92</sup>	Munger, Tolles	12 (1997)	\$525	2009	\$645.68	
10	Paralegal <sup>90</sup>	O'Melveny & Myers	12 (1997)	\$245	2009	\$301.32	
11	Unnamed <sup>84</sup>	Lieff Cabraser	11 (2001)	\$525	2012	\$590.89	N/A
12	Unnamed <sup>91</sup>	Paul Hastings	11 (1999)	\$670	2010	\$800.02	
13	Erik Swanholt <sup>88</sup>	Greenberg Traurig	11 (1998)	\$575	2009	\$728.39	SL
14	Hillary A. Hamilton <sup>82</sup>	Skadden Arps	10 (2001)	\$710	2011	\$823.08	
15	Unnamed <sup>91</sup>	Paul Hastings	10 (2000)	\$660	2010	\$788.07	
16	Jorge DeNeve <sup>90</sup>	O'Melveny & Myers	10 (1998)	\$620	2009	\$762.52	
17	Unnamed <sup>11</sup>	Arnold & Porter	09 (2004)	\$625	2013	\$682.95	N/A
18	Unnamed <sup>85</sup>	Paul Hastings	09 (2002)	\$630	2011	\$730.34	N/A
19	Unnamed <sup>92</sup>	Morrison & Foerster	09 (2000)	\$535	2009	\$657.98	
20	Unnamed <sup>92</sup>	Hennigan, Bennett	09 (2000)	\$505	2009	\$621.09	
21	Hannah Cannom <sup>93</sup>	Milbank, Tweed	08 (2006)	\$800	2014	\$848.72	SL RS
22	Unnamed <sup>85</sup>	Paul Hastings	08 (2003)	\$620	2011	\$718.75	N/A

f. **Laura Arandes, Richard Diaz, Sri Panchalam, and Jean Zacharaisewicz (2009-2012)- Four to Seven Years' Experience**

45. Laura Arandes is an Associate with Relman, Dane & Colfax and a 2011 law graduate (5 years). An hourly rate of \$500.00 per hour is requested for Ms. Arandes. Richard Diaz was an attorney with Disability Rights Legal Center and has

1 been an attorney for four years (2012 graduate). An hourly rate of \$475.00 per hour is  
 2 sought for Mr. Diaz. Sri Panchalam is a Staff Attorney with Disability Rights  
 3 California and a 2009 law graduate (7 years). The rate being requested for Ms.  
 4 Panchalam is \$540.00 per hour. Jean Zacharaisewicz was an Associate with Relman,  
 5 Dane & Colfax and has been an attorney for six years (2010 graduate). An hourly rate  
 6 of \$500.00 per hour is sought for Ms. Zacharaisewicz. The requested rates thus range  
 7 from \$475 to \$540.

8 46. The tables below again reflect civil rights awards and commercial rates.  
 9 Again, the civil rights awards are comparable to those being sought, and the  
 10 commercial rates are generally far higher

11

12 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**

13 Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super- Lawyer
14 Richard D. Lambert <sup>31</sup>	Stonebarger Law	07 (2007)	\$500	2014	\$530.45	
15 Mary-Lee Smith <sup>13</sup>	DRA*	07 (2005)	\$555	2012	\$624.66	
16 Kevin Knestrick <sup>4</sup>	DRA*	07 (2003)	\$535	2010	\$638.82	
18 Caitlin Weisberg <sup>34</sup>	Kaye, McLane, Bednarski & Litt	06 (2008)	\$500	2014	\$530.45	
20 Anna Canning <sup>3</sup>	Schoenbrun, de Simon	06 (2006)	\$450	2012	\$506.48	
22 Kasey Corbit <sup>4</sup>	DRA*	06 (2004)	\$500	2010	\$597.03	
23 Karla Gilbride <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$483.97	
24 Stephanie Biedermann <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$483.97	
25 Christine Chuang <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$483.97	
27 Laura D. Smolowe <sup>1</sup>	MTO**	05 (2006)	\$460	2011	\$533.27	

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<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
Mary-Lee Kimber <sup>4</sup>	DRA*	05 (2005)	\$475	2010	\$567.17	
Matthew Strugar <sup>14</sup>	DRLC	05 (2004)	\$400	2009	\$584.19	
Bethany Woodard <sup>14</sup>	MTO**	04 (2005)	\$395	2009	\$491.95	

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
Suzanna Brickman <sup>83</sup>	Morrison Foerster	07 (2006)	\$650	2013	\$710.27	
Unnamed <sup>85</sup>	Paul Hastings	07 (2004)	\$590	2011	\$683.97	N/A
Revi-Ruth Enriquez <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$806.28	
Caitlin Hawks <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$806.28	
Alex Doherty <sup>94</sup>	Sidley Austin	06 (2008)	\$700	2014	\$742.63	
Unnamed <sup>84</sup>	Lieff Cabraser	06 (2006)	\$435	2012	\$489.60	N/A
Unnamed <sup>85</sup>	Paul Hastings	06 (2005)	\$565	2011	\$654.99	N/A
Unnamed <sup>92</sup>	White & Case	06 (2003)	\$600	2009	\$737.92	
Unnamed <sup>92</sup>	Weil Gotshal	06 (2003)	\$580	2009	\$713.33	
Unnamed <sup>92</sup>	Gibson Dunn	06 (2003)	\$570	2009	\$701.03	
Katherine Eklund <sup>93</sup>	Milbank, Tweed	05 (2009)	\$550	2014	\$583.50	
Unnamed <sup>85</sup>	Paul Hastings	05 (2006)	\$530	2011	\$614.42	N/A
Danielle Katzir <sup>86</sup>	Gibson Dunn	05 (2004)	\$525	2009	\$645.68	
Katherine J. Galston <sup>89</sup>	Irell & Manella	05 (2003)	\$490	2008	\$620.72	
Dena G. Kaplan <sup>89</sup>	Irell & Manella	05 (2003)	\$475	2008	\$601.72	
Bambo Obaro <sup>95</sup>	Weil Gotshal	04 (2010)	\$400	2014	\$424.36	

1 **Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee**  
**Awards, Declarations or Reports**

2 <b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
3 Unnamed <sup>84</sup>	Lieff Cabraser	04 (2008)	\$395	2012	\$444.58	N/A
4 Unnamed <sup>85</sup>	Paul Hastings	04 (2007)	\$500	2011	\$579.64	N/A
5 Unnamed <sup>92</sup>	Davis, Polk	04 (2005)	\$680	2009	\$836.31	
6 Unnamed <sup>92</sup>	Weil Gotshal	04 (2005)	\$500	2009	\$614.94	
7 Multiple associates <sup>86</sup>	Gibson Dunn	04 (2005)	\$495	2009	\$608.79	
8 Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$450	2009	\$553.44	
9 Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$435	2009	\$535.00	
10 Litigation Support Specialist <sup>90</sup>	O'Melveny & Myers	04 (2005)	\$260	2009	\$319.77	
11 Unnamed <sup>92</sup>	White & Case	04 (2004)	\$600	2009	\$737.92	
12 Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$395	2009	\$485.80	
13 Kimberly A. Svendsen <sup>89</sup>	Irell & Manella	04 (2004)	\$410	2008	\$519.38	
14 Alex Doherty <sup>94</sup>	Sidley Austin	04 (2008)	\$520	2012	\$585.26	

16 g. **Margaret Burgess and Outside Contract Attorneys**

17 47. Margaret Burgess was an Attorney-Fellow with Relman, Dane & Colfax  
18 and a 2015 law graduate. An hourly rate of \$320.00 per hour is requested for Ms.  
19 Burgess. An hourly rate of \$320.00 is requested for outside contract attorneys  
20 conducting document review. The rate of \$320.00 represents the lowest “law  
21 graduate” rate requested by Plaintiffs, regardless of the bar status or date the attorney  
22 was barred.

23 48. Below are fee awards for one and two year attorneys, reflecting adjusted  
24 rates in these amounts or more. Given the level of these rates, I have not included  
25 commercial rates, which, as usual, are much higher, mostly over \$400.

26 **Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks**



Atty	Firm	Practice Yrs [Grad Yr]	Rate	Year	Adjusted Rate	Super-Lawyer
Thomas Kennedy Helm <sup>27</sup>	Haddad & Sherwin	02 (2012)	\$325	2014	\$344.79	
Kara Janssen <sup>13</sup>	DRA*	02 (2010)	\$330	2012	\$371.42	
Nathaniel Fisher <sup>4</sup>	Skadden Arps	02 (2008)	\$530	2010	\$632.85	
Unnamed <sup>10</sup>	Bingham, McCutcheon	02 (2008)	\$400	2010	\$477.62	
Becca von Behren <sup>4</sup>	DRA*	02 (2008)	\$265	2010	\$316.42	
Mahogany Jenkins <sup>20</sup>	Morrison Foerster	02 (2004)	\$285	2006	\$383.02	
Unnamed <sup>10</sup>	Prison Law Office	01 (2009)	\$275	2010	\$328.36	
Stacey Brown <sup>7</sup>	Litt, Estuar & Kitson	01 (2006)	\$275	2007	\$358.81	SL

49. Because of my decades of experience and specialization in public interest and civil rights litigation, I am especially familiar with the availability and willingness of attorneys in the Southern California area to take on complex litigation challenging systemic discrimination, especially against large cities. In fact, in the *McClure* case cited above, I was involved in prolonged litigation against the City of Long Beach in which my clients were prevented from opening group homes for people with Alzheimer’s disease. While we eventually secured a jury verdict, and subsequently settled the case for \$20 million, inclusive of attorneys’ fees and costs, my firm was required to invest thousands of hours over more than a decade with no assurance we would ever recover fees and costs.

50. Very few lawyers in Southern California are available or willing to undertake matters such as *McClure* or the present litigation involving the accessibility of the Los Angeles affordable housing program. The fact that Plaintiffs had to hire



1 lead counsel based in Washington, D.C., is additional evidence of the unavailability  
2 of lawyers in the Los Angeles market to file and prosecute such a complex case.

3 51. I have learned that this case is the first of its kind in the country in which  
4 private litigation has challenged the noncompliance with federal accessibility  
5 requirements by city agencies. In other words, Plaintiffs' counsel had no "road map"  
6 for prosecution of such a case, particularly their claim that the Los Angeles Housing  
7 Department and the Community Redevelopment Agency had obligations under the  
8 Rehabilitation Act, the Americans with Disabilities Act, and California Government  
9 Code section 11135 to ensure meaningful accessibility to their housing programs by  
10 people with disabilities. That they prevailed, and that the settlement will provide such  
11 significant relief in terms of architectural accessibility and related policies prioritizing  
12 units for people with disabilities, is a testament to the creativity and persistence of  
13 Plaintiffs' counsel.

14 52. Thus, it is particularly important that in a case such as this, where  
15 Plaintiffs' counsel litigated a very complex case to a groundbreaking settlement and  
16 have advanced all costs and time during the course of the last four years without any  
17 compensation, that counsel recover their fees for time spent litigating this case to  
18 successful resolution.

19 53. I declare under penalty of perjury under the laws of the United States that  
20 the foregoing is true and correct.

21 Executed this October 3, 2016, in Pasadena, California.

22 

23 \_\_\_\_\_  
24 Barrett S. Litt

**EXHIBIT**

**A**

**Barrett S. Litt**

Kaye, McLane, Bednarski & Litt, LLP  
234 East Colorado Boulevard, Suite 230  
Pasadena, California 91101  
Telephone: (626) 844-7660  
Facsimile: (626) 844-7670

**Education**

1966 B.A. University of California at Berkley  
1969 J.D. UCLA School of Law

**Honors and Awards**

1987 Pro Bono Firm of the Year Award from Public Counsel (Litt & Stormer)  
1992 Civil Rights Firm of the Year Award from the NAACP Legal Defense Fund (Litt & Marquez)  
1995 Public Interest Alumnus of the Year Award from UCLA School of Law  
2010 California Lawyer Attorney of the Year Award (CLAY)

**Recent Contributions to Professional Publications**

“Class Certification in Police/Law Enforcement Cases”, *Civil Rights Litigation and Attorney’s Fee Annual Handbook*, Vol.18, Ch.3, West Publishing 2002

“Rights for Wrongs”, addressing issues under the California Civil Rights statutes, *Los Angeles Lawyer Magazine*, December 2005

“Select Substantive Issues Regarding Class Action Litigation In The Jail/Prison Setting”, *National Police Accountability Project*, October 2006

“Obtaining Class Attorney’s Fees,” *Civil Rights Litigation and Attorney’s Fee Annual Handbook*, Vol.26, West Publishing 2010

## Professional

1/2013 to the present	Kaye, McLane, Bednarski & Litt, LLP
2004 to 2012	Litt, Estuar & Kitson, LLP
1997 to 2004	Litt & Associates
1991 to 1997	Litt & Marquez
1984 to 1991	Litt & Stormer

Licensed to practice in:

State of California  
U.S. District Court, Central District of California  
U.S. District Court, Eastern District of California  
U.S. District Court, Northern District of California  
Ninth Circuit Court of Appeals  
Fourth Circuit Court of Appeals  
Fifth Circuit Court of Appeals  
Eleventh Circuit Court of Appeals  
D.C. Circuit Court of Appeals  
United States Supreme Court

Admitted Pro Haec Vice in:

U.S. District of Columbia  
U.S. District Court, Northern District of Georgia  
U.S. District Court, District of Maryland

Rated “AV” by Martindale-Hubbell

Listed in *Southern California Super Lawyers* in the fields of civil rights and class actions for the years 2005-present.

Listed in Best Lawyers in America (Los Angeles area) in the field of civil rights.

### **Civil Rights Class Actions – Classes Certified:**

*Roy v. Los Angeles County Sheriff's Department*, Case No.: CV 12-9012  
RGK (FFMx) (pending class action for injunctive relief and damages;(b)(2)  
and (b)(3) classes certified in Sept. 2016);

*Nozzi v. Housing Authority of the City of Los Angeles*, CV 07-00380 GW (C.D. Calif.) (class action against the Housing Authority for violations of due process and federal regulations by failing to provide proper notice of Section 8 rent increase affecting approximately 22,000 tenants; case dismissed on sj for defendants; reversed by Ninth Circuit; dismissed again; reversed second time in *Nozzi v. Hous. Auth. of City of Los Angeles*, 806 F.3d 1178 (9th Cir. 2015), *as amended on denial of reh'g and reh'g en banc* (Jan. 29, 2016; case pending).and summary judgment on liability ordered entered for Plaintiffs; on remand, (b)(2) and (b)(3) classes certified in *Nozzi v. Hous. Auth. of the City of Los Angeles*, No. CV 07-380 PA (FFMX), 2016 WL 2647677, at \*1 (C.D. Cal. May 6, 2016));

*Amador v. Baca*, No.: 10-1649 SVW (RC) (C.D. Calif) (pending class action challenging manner of searches of women inmates in outside bus bay; estimated number of class members is 80,000-100,000; 23 (b)(2) and (b)(3) classes certified), then decertified due to changes in practice with renewed motion pending);

*Williams v. Block*, Case No.: CV-97-03826-CW (Central District of California) and related cases (a series of county jail overdetention and strip search cases, settled for \$27 Million and a complete revamp of jail procedures);

*Bynum v. District of Columbia*, Case No.: 02-956 (RCL) (D.D.C.)(class action against the District of Columbia for overdetentions and blanket strip searches of persons ordered released from custody; final approval of \$12,000,000 settlement occurred January 2006 );

*Craft v. County of San Bernardino*, 468 F.Supp.2d 1172 (C.D.Cal. 2006) (certified class action against the Sheriff of San Bernardino County for blanket strip searches of detainees, arrestees, and persons ordered released from custody; partial summary judgment decided for plaintiffs; \$25.5 Million settlement approved April 1, 2008);

*MIWON v. City of Los Angeles*, Case No.: CV 07-3072 AHM (C.D. Calif.) (class action against City of Los Angeles and others for use of police force and related conduct at MacArthur Park on May 1, 2007; final approval of class settlement for \$12,800,000 settlement granted June 24, 2009, the largest class action protest settlement in the U.S.);

*Barnes v. District of Columbia*, Civil Action No.: 06-315 (RCL) (D.D.C.) (class action against District of Columbia for continuing to both over-detain and strip search post-release inmates despite settlement in *Bynum, supra*; class certification granted; summary judgment granted Plaintiffs on most claims; case ultimately settled for \$6 Million);

*Lopez v. Youngblood*, No.: CV07-00474 LJO (DLBx) (E.D. Calif.) (class action against Kern County, California, for unlawful pre-arraignment and post-release strip searches and strip searches not conducted in private; class certification and summary judgment on liability granted; approximately \$7 Million settlement);

*Aichele et al. v. City of Los Angeles, et al.* Case No.: CV 12-10863 DMG FFM (x) (C.D. Calif.) (class action for injunctive relief and damages for arrests and related actions regarding the shutdown of the use of the City Hall lawn by Occupy LA; estimated class size is 300-400; class certified; \$2,675,000 settlement);

*Gail Marie Harrington-Wisely, et al. v. State of California, et al.*, Superior Court Case No.: BC 227373 (a case involving searches of visitors to California prisons utilizing backscatter x-ray methods without reasonable suspicion; injunctive relief class certified; stipulated injunction entered; partial reversal on appeal and case returned to Superior Court for determination of attorney's fees and discrete damages claims; class decertified in light of certain liability determinations on appeal);

*Ofoma v. Biggers*, Case No.: 715400 (Complex Litigation Panel) (Orange County Superior Court)(family discrimination class action settled in 1996 for damages for the individual plaintiffs and the class of residents, a consent decree and an award of attorney's fees);

*Francis, et al. v. California Department of Corrections, et al.*, Case No.: BC302856 (class action against the CDC(R) for the failure to reimburse inmates assigned to the restitution centers in Los Angeles for their obligations as ordered by the court. Case was successful in bringing about the restructuring of the CDCR's inmate accounting systems, and in the payment of restitution settlement in the amount of \$325,000.)

*People of the State of California v. Highland Federal Savings and Loan*, Case No.: CA 718 828 (Los Angeles Superior Court)(class action filed on

behalf of the People of the State of California and a class of tenants residing in several slum buildings located in Los Angeles for financing practices encouraging and perpetuating slum conditions, settled for \$3.165 million after decision in *People v. Highland*, 14 Cal.App.4th 1692, 19 Cal. Rptr. 555 (1993) established potential liability for lenders);

*Hernandez v. Lee*, No.: BC 084 011 (Los Angeles Superior Court)(a class action on behalf of tenants of numerous buildings for slum conditions settled in 1998 for \$1,090,000);

*Mould v. Investments Concept, Inc.*, Case No.: CA 001 201 (Los Angeles Superior Court)(race discrimination class action on behalf of a class of applicants and potential housing applicants, settled in 1992 for a total of \$850,000 for the class and a comprehensive consent decree regarding the defendants' discriminatory policies and practices);

*California Federation of Daycare Association v. Mission Insurance Co.*, Case No.: CA 000 945 (Los Angeles Superior Court)(class action on behalf of several thousand family daycare providers whose daycare insurance policies were canceled mid-term or were not renewed by Mission Insurance Company, settled in 1980's for reinstatement of policies and attorney's fees; brought at request of Public Counsel).

### **Pending/on Appeal Civil Rights Class Actions:**

*Salazar v. County of Los Angeles*, No.: 15-cv-09003 (MWF) (C.D. Calif), and related cases (multiple class actions against five Southern California and four Northern California Counties on claim of illegality of Counties' receipt of "commissions" constituting the substantial portion or majority of excessive phone charges for inmates' calls with family, friends, lawyers, etc.; case in early stages; class certification not yet addressed);

*McKibben v. County of San Bernardino*, Case No.: EDCV 14-2171 - JGB (SPx) (pending class action for injunctive relief and damages for unequal treatment of Gay, Bisexual and Transgender jail inmates; class certification not yet filed or ruled on);

*Brewster v. City of Los Angeles*, Case No.: EDCV14-2257- JGB (SPx) (class action for injunctive relief and damages for 30 day impounds of cars without



a warrant; class certification motion and motion for preliminary injunction pending; case dismissed and currently on appeal);

*Chua et al. v. City of Los Angeles, et al.* Case No.: CV-00237-JAK-GJS(x) (C.D. Calif.) (pending class action for injunctive relief and damages for arrests and related actions regarding Ferguson related protests at 6<sup>th</sup> & Hope and Beverly & Alvarado; estimated class size is 170);

*M.S. v. County of Ventura*, No. 2:16-CV-03084-BRO-RAO(x) (C.D. Calif.) (recently filed class action for injunctive relief and damages for failure to provide mental health treatment to criminal defendants held in jail and found incompetent to stand trial until their mental health is restored).

### **Multi-party Civil Rights Cases:**

*Hospital and Service Employees Union, SEIU Local 399, AFL-CIO v. City of Los Angeles* (Los Angeles Superior Court) (a settlement in 1993 of \$2.35 million against the Los Angeles Police Department for injuries to 148 demonstrators at Century City organized by the Justice for Janitors campaign of SEIU);

*Rainey v. County of Ventura*, Case No.: 96 4492 LGB (C.D. Calif.) (action against County of Ventura for race discrimination on behalf of 12 police officers, settled for damages, structural relief and attorney's fees);

*Lawson v. City of Los Angeles*, Case No.: BC 031 232 (Los Angeles Superior Court) (lawsuit filed in 1991 on behalf of individuals who had been subjected to what plaintiffs alleged were unlawful use of force practices by the Los Angeles Police Department's Canine Unit, settled in 1995 for \$3.6 million and comprehensive structural relief);

*Tipton-Whittingham v. City of Los Angeles*, Case No.: CV-94-3240 (TH)(C.D. Cal.) (sex discrimination and harassment suit against the Los Angeles Police Department, involving over 25 individual officers, as a result of which the Department has already completely revamped its anti-discrimination policies and procedures; damages claims settled for \$4.85 Million in 2004 in addition to separate fee award of nearly \$2 Million in 2000 for injunctive relief, resulting in decision in *Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, in which the California Supreme Court upheld catalyst fees under California law);

*Hampton v. NRG* (racial harassment in employment claim; jury verdict of \$1,000,000 for two former employees, plus award of attorney's fees and costs; settled in mid-'90's while on appeal);

*Zuniga v. Los Angeles Housing Authority*, 41 Cal.App.4th 2 (1995) (holding that the Housing Authority could be held responsible for injuries to tenants after the Housing Authority was put on notice that tenants were being victimized on the premises and took no reasonable measures to prevent the injury; case settled for \$1,040,000);

*PIN v. HACLA*, Case No.: CV-96-2810 RAP (RNBx)(action against the Housing Authority of the City of Los Angeles on behalf of several hundred present or former tenants for discrimination by failing to provide adequate security for isolated minorities in housing developments, settled in 1998 for \$1.3 Million plus a comprehensive structural relief settlement agreement);

*Heidy v. United States Customs Serv.*, 681 F.Supp. 1445 (C.D.Cal. 1988) (injunction against U.S. Customs Service for policies and practices of seizing materials from persons traveling from Nicaragua in violation of the First Amendment);

*Castaneda v. Avol* (Los Angeles Superior Court) (1985) (action on behalf of approximately 350 slum housing residents, settled in 1988 for a comprehensive injunction and \$2.5 Million damages, plus a separate award of attorneys' fees).

### **Individual Civil Rights Cases: Wrongful Conviction Cases**

*Frank and Nicholas O'Connell v. County of Los Angeles, et al.*, Case No.: 13-01905-MWF (PJWx) (C.D. Cal.) (civil rights cases for police failure to turn over exculpatory information and eyewitness manipulation, resulting in murder conviction; plaintiff spent 27 years in prison before his habeas petition was granted, and he was not re-tried; suit on behalf of son as well for denial of relationship with father as result of conviction; defendants' qualified immunity appeal rejected in *Carrillo/O'Connell v. County of Los Angeles*);

*Thomas Goldstein v. City of Long Beach et al.*, Case No.: 04-CV-9692 AHM (Ex) (C.D. Cal.) (civil rights cases for police failure to turn over exculpatory

information regarding jailhouse informant perjury and eyewitness manipulation, resulting in murder conviction; plaintiff spent 24 years in prison before his habeas petition was granted, and he was not re-tried; brought in mid-way through the case to act as lead counsel; final settlement of \$7.95 Million approved by the Court; Ninth Circuit recently reversed dismissal of County/DA's Office, and case against DA settled for additional \$900,000);

*Bruce Lisker v. City of Los Angeles*, Case No.: CV 09-9374 AHM (AJW) (C.D. Cal.) (civil rights cases for police fabrication of evidence and failure to turn over exculpatory information, resulting in murder conviction; plaintiff spent 26 years in prison before his habeas petition was granted, and he was not re-tried; 9<sup>th</sup> Circuit affirmed district court's denial of immunity on 3/20/15; petition for en banc review denied; \$7.6 Million settlement).

Consulting counsel in wrongful conviction cases of *Franky Carrillo v. County of Los Angeles*, CV 11-10310-SVW(AGR<sub>x</sub>) (settled for \$10.1 Million), *Obie Anthony v. City of Los Angeles*, CV 12-01332-CBM (AJW<sub>x</sub>) (settled for \$8.3 Million) and *v. County of Los Angeles*, CV 13-07224-CBM (AJW<sub>x</sub>) (settled for \$890,000 and reform of DA practices), and *Harold Hall v. City of Los Angeles*, C.D. Cal. No. CV 05-1977 ABC, 9<sup>th</sup> Cir. No. 10-55770 (appeal from grant of summary judgment to Defendants affirmed).

### **Other Individual Civil Rights Cases:**

*McClure v. City of Los Angeles*, No.: CV-92-2776-E (C.D. Cal.) (fair housing and equal protection case against City of Long Beach and its agents for preventing six group homes for Alzheimer's victims from opening; jury verdict of \$22.5 Million (reduced on remittitur to \$13,826,832) plus approximately \$10,000,000 in attorney's fees and costs; settled while on appeal for \$20 Million);

*U.S. v. Hovsepian*, 359 F.3d 1144, 1147 (9<sup>th</sup> Cir. 2004) (en banc) (successful action to naturalize individuals previously convicted of conspiracy to bomb Turkish consulate in Philadelphia), aff'd en banc after remand, 422 F.3d 883 (9/6/05);

*Walker v. City of Lakewood*, 263 F.3d 1005 (9<sup>th</sup> Cir. 2001) (reversing district court decision dismissing fair housing organization's claim against city for

retaliation for supporting tenants suing landlord; case subsequently settled for structural relief, damages and attorneys' fees);

*Tavelman v. City of Huntington Park* (individual employment discrimination case against the City on behalf of a Jewish police officer who had been subjected to a campaign of religious harassment which was settled in mi-'90's for \$350,000);

*Ware v. Brotman Medical Center* (Los Angeles Superior Court) (1993 \$2.5 million jury verdict against hospital for removal of hospital privileges of black doctor; settled for \$1.75 million);

*Mathis v. PG&E* (1991 \$2 million verdict against PG&E for barring contract employee from Diablo Canyon Nuclear Power Plant; reversed by the Ninth Circuit);

*Macias v. State of California* (Los Angeles Superior Court) (action against the State of California and others for blinding of young man as a result of exposure to malathion spray, a portion of which was decided in *Macias v. State of California*, 10 Cal.4th 844 (1994));

*Melgar v. Klee* (Los Angeles Superior Court) (1988) (\$1.5 million jury verdict against Los Angeles Police Department for police shooting; settled for \$1.45 million).

### **Selected Civil Rights Decisions (from 1995 forward):**

*Aichele v. City of Los Angeles*, 2013 WL 2445195 (C.D. Cal. June 5, 2013)

*Biggs v. Best, Best & Krieger*, 189 F.3d 989 (9<sup>th</sup> Cir. 1999);

*Bynum v. Dist. of Columbia*, 384 F.Supp.2d 342 (D.D.C. 2005);

*Bynum v. District of Columbia*, 412 F.Supp.2d 73 (D.D.C. 2006);

*Carrillo v. Cty. of Los Angeles*, 798 F.3d 1210 (9th Cir. 2015)

*Craft v. Cnty. of San Bernardino*, EDCV 05-359 -SGL, 2006 WL 4941829 (C.D. Cal. Mar. 23, 2006);

*Craft v. County of San Bernardino*, 468 F.Supp.2d 1172 (C.D. Cal. 2006);

*Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113 (C.D. Cal. 2008);

*Goldstein v. City of Long Beach*, 603 F. Supp. 2d 1242 (C.D. Cal. 2009);

*Goldstein v. City of Long Beach*, CV 04-9692AHM, 2010 WL 3952888  
(C.D. Cal. Apr. 9, 2010)

*Goldstein v. City of Long Beach*, 715 F.3d 750 (9th Cir. 2013)

*Haynie v. Superior Court*, 26 Cal.4th 1061 (Cal. S. Ct. 2001);

*Jones v. Murphy*, 256 F.R.D. 519 (D. Md. 2009)

*Jones v. Murphy*, 470 F.Supp.2d 537 (D.Md. 2007);

*Jones v. Murphy*, 567 F. Supp. 2d 787 (D. Md. 2008);

*West v. Murphy*, 771 F.3d 209 (4th Cir. 2014)

*Lisker v. City of Los Angeles*, CV 09-09374 AHM AJWX, 2011 WL  
3420665 (C.D. Cal. Aug. 4, 2011);

*Lisker v. City of Los Angeles*, CV 09-09374 AHM AJWX, 2012 WL  
3588560 (C.D. Cal. Aug. 20, 2012);

*Lisker v. City of Los Angeles*, 2:09-CV-09374-ODW, 2014 WL 293463  
(C.D. Cal. Jan. 27, 2014)

*Lisker v. City of Los Angeles*, 780 F.3d 1237 (9th Cir. 2015)

*Lopez v. Youngblood*, 609 F.Supp.2d 1125 (E.D.Cal. 2009);

*Lopez v. Youngblood*, 2011 WL 10483569 (E.D. Cal. Sept. 2, 2011)

*Macias v. State of California*, 10 Cal.4th 844 (Cal. S. Ct. 1995).

*Mathis v. Pacific Gas and Elec. Co.*, 75 F.3d 498 (9<sup>th</sup> Cir. 1996);

*Multi-Ethnic Immigrant Workers Org. Network v. City of Los Angeles*, 2009  
WL 1065072 (C.D. Cal. Mar. 19, 2009)

*Nozzi v. Hous. Auth. of City of Los Angeles*, 425 F. App'x 539, 540 (9th Cir.  
2011)

*Nozzi v. Hous. Auth. of City of Los Angeles*, 806 F.3d 1178 (9th Cir. 2015),  
as amended on denial of reh'g and reh'g en banc (Jan. 29, 2016)

*Powell v. Barrett*, 376 F.Supp.2d 1340 (N.D.Ga. 2005);

*Powell v. Barrett*, 496 F.3d 1288 (11<sup>th</sup> Cir. 8/23/07)

*Powell v. Barrett*, 541 F.3D 1298 (11th Cir. 2008) (en banc) [overruling a  
portion of the preceding panel decision; after remand to the panel, remaining  
issues remanded to the District Court];

*Silva v. Block*, 49 Cal.App.4th 345 (1996);

*Streit v. County of Los Angeles*, 236 F.3d 552 (9<sup>th</sup> Cir. 2001);

*Tipton-Whittingham v. City of Los Angeles*, 316 F.3d 1058 (9<sup>th</sup> Cir. 2003);

*Tipton-Whittingham v. City of Los Angeles*, 34 Cal.4th 604 (2004);

*U.S. v. Hovsepian*, 359 F.3d 1144 (9<sup>th</sup> Cir. 2004) (en banc);

*U.S. v. Hovsepian*, 422 F.3d 883 (9<sup>th</sup> Cir. 2005) (en banc);

*Walker v. City of Lakewood*, 272 F.3d 1114 (9<sup>th</sup> Cir. 2001);

*Zuniga v. Housing Authority*, 41 Cal.App.4th 82 (1995);

**EXHIBIT**

**B**



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**I. TABLE OF REPORTED ATTORNEYS’ FEES – ORGANIZED BY CASE [SUPERSCRIFT REFERENCES FOUND AT CONCLUSION OF THIS SECTION BEGINNING ON PG. 16] [RATES ROUNDED DOWN TO NEAREST DOLLAR] [THIS VERSION UPDATED TO 2016]**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Hector O. Villagra <sup>1</sup>	ACLU	17 (1994)	\$600	2011	\$703.71	
Belinda Escobosa Helzer <sup>1</sup>	ACLU	11 (2000)	\$525	2011	\$615.74	
Peter Bibring <sup>1</sup>	ACLU	09 (2002)	\$490	2011	\$574.69	RS SL
Paralegal <sup>1</sup>	ACLU		\$200	2011	\$234.57	
Joseph J. Ybarra <sup>1</sup>	MTO**	10 (2001)	\$550	2011	\$645.06	
Jacob A. Kreilkamp <sup>1</sup>	MTO**	08 (2003)	\$505	2011	\$592.29	
Laura D. Smolowe <sup>1</sup>	MTO**	05 (2006)	\$460	2011	\$539.51	
Marina A. Torres <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Sarala V. Nagala <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Paralegal <sup>1</sup>	MTO**		\$210	2011	\$246.30	
ALS <sup>1</sup>	MTO**		\$250	2011	\$293.21	
Carol Sobel <sup>2</sup>	Law Ofc Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Mark Rosenbaum <sup>2</sup>	ACLU	35 (1974)	\$740	2009	\$925.06	SL
Peter Eliasberg <sup>2</sup>	ACLU	15 (1994)	\$525	2009	\$656.29	SL
Peter Bibring <sup>2</sup>	ACLU	07 (2002)	\$375	2009	\$468.78	RS SL
James de Simone <sup>3</sup>	Schoenbrun, de Simon	27 (1985)	\$695	2012	\$789.54	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Michael Seplow <sup>3</sup>	Schoenbrun, de Simon	22 (1990)	\$630	2012	\$715.70	SL
Anna Canning <sup>3</sup>	Schoenbrun, de Simon	06 (2006)	\$450	2012	\$511.22	
Law student interns <sup>3</sup>	Schoenbrun, de Simon		\$200	2012	\$227.21	
Sid Wolinsky <sup>4</sup>	DRA*	49 (1961)	\$835	2010	\$1,011.05	
Laurence Paradis <sup>4</sup>	DRA*	26 (1985)	\$730	2010	\$883.92	SL
Melissa Kasnitz <sup>4</sup>	DRA*	18 (1992)	\$650	2010	\$787.05	
Jennifer Bezoza <sup>4</sup>	DRA*	10 (2000)	\$570	2010	\$690.18	
Roger Heller <sup>4</sup>	DRA*	09 (2001)	\$560	2010	\$678.07	SL
Kevin Knestrick <sup>4</sup>	DRA*	07 (2003)	\$535	2010	\$647.80	
Kasey Corbit <sup>4</sup>	DRA*	06 (2004)	\$500	2010	\$605.42	
Mary-Lee Kimber <sup>4</sup>	DRA*	05 (2005)	\$475	2010	\$575.15	
Stephanie Biedermann <sup>4</sup>	DRA*	03 (2007)	\$350	2010	\$423.80	
Becca von Behren <sup>4</sup>	DRA*	02 (2008)	\$265	2010	\$320.87	
Senior paralegals <sup>4</sup>	DRA*		\$265	2010	\$320.87	
Paralegals <sup>4</sup>	DRA*		\$225	2010	\$272.44	
Summer associates <sup>4</sup>	DRA*		\$245	2010	\$296.66	
Law clerks <sup>4</sup>	DRA*		\$175	2010	\$211.90	
Case clerks <sup>4</sup>	DRA*		\$165	2010	\$199.79	
Daniel B. Kohrman <sup>4</sup>	AFL*****	26 (1984)	\$740	2010	\$896.02	
Julie Nepveu <sup>4</sup>	AFL*****	19 (1991)	\$660	2010	\$799.16	
Jose R. Allen <sup>4</sup>	Skadden Arps	34 (1976)	\$930	2010	\$1,126.08	SL
Sheryl Wu Leung <sup>4</sup>	Skadden Arps	05 (2005)	\$395	2010	\$478.28	
Nathaniel Fisher <sup>4</sup>	Skadden Arps	02 (2008)	\$530	2010	\$641.75	
Legal assistant <sup>4</sup>	Skadden Arps		\$285	2010	\$345.09	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Technology manager <sup>4</sup>	Skadden Arps		\$320	2010	\$387.47	
Ben Schonbrun <sup>5</sup>	Schonbrun, de Simone	25 (1985)	\$650	2010	\$762.35	SL
Michael Seplow <sup>5</sup>	Schonbrun, de Simone	20 (1990)	\$590	2010	\$691.98	SL
John Raphling <sup>5</sup>	Schonbrun, de Simone	17 (1993)	\$525	2010	\$615.74	
Barrett S. Litt <sup>6</sup>	Litt, Estuar & Kitson	40 (1969)	\$800	2009	\$1,000.06	SL
Carol A. Sobel <sup>6</sup>	Law Offices of Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Rebecca Thornton <sup>6</sup>	Law Offices of Carol Sobel	08 (2001)	\$425	2009	\$531.28	
Paul L. Hoffman <sup>6</sup>	Schonbrun, de Simone	33 (1976)	\$750	2009	\$937.56	SL
Barrett S. Litt <sup>7</sup>	Litt, Estuar & Kitson	38 (1969)	\$725	2007	\$965.98	SL
Paul Estuar <sup>7</sup>	Litt, Estuar & Kitson	14 (1993)	\$485	2007	\$646.21	SL
Stacey Brown <sup>7</sup>	Litt, Estuar & Kitson	01 (2006)	\$275	2007	\$366.41	SL
Senior Paralegals <sup>7</sup>	Litt, Estuar & Kitson	N/A	\$225	2007	\$299.79	
Barrett S. Litt <sup>8</sup>	Litt, Estuar & Kitson	43 (1969)	\$850	2012	\$965.63	SL
Robert M. Kitson <sup>8</sup>	Litt, Estuar & Kitson	17 (1995)	\$625	2012	\$710.02	SL
Bryan M. Miller <sup>8</sup>	Litt, Estuar & Kitson	18 (1994)	\$625	2012	\$710.02	
Sr. paralegal <sup>8</sup>	Litt, Estuar & Kitson	N/A	\$250	2012	\$284.01	
Law student interns <sup>8</sup>	Litt, Estuar & Kitson	N/A	\$225	2012	\$255.61	
Dan Stormer <sup>8</sup>	HSKRR****	38 (1974)	\$825	2012	\$937.23	SL
Michael Bien <sup>9</sup>	Rosen Bien Galvan & Grunfeld	28 (2008)	\$640	2008	\$825.97	SL
Unnamed <sup>10</sup>	Prison Law Office	01 (2009)	\$275	2010	\$354.91	
Unnamed <sup>10</sup>	Prison Law Office	32 (1978)	\$700	2010	\$903.40	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>10</sup>	Rosen Bien & Galvan	48 (1962)	\$800	2010	\$1,032.46	
Unnamed <sup>10</sup>	Rosen Bien & Galvan	13 (1997)	\$560	2010	\$722.72	
Sr. paralegal <sup>10</sup>	Rosen Bien & Galvan		\$240	2010	\$309.74	
Unnamed <sup>10</sup>	Bingham, McCutcheon	32 (1978)	\$700	2010	\$903.40	
Unnamed <sup>10</sup>	Bingham, McCutcheon	02 (2008)	\$400	2010	\$516.23	
Unnamed <sup>10</sup>	Bingham, McCutcheon	13 (1997)	\$655	2010	\$845.33	
John Houston Scott <sup>11</sup>	Scott Law Firm	37 (1976)	\$725	2013	\$797.78	
Thomas P. Greerty <sup>11</sup>	Law Offices of Thomas P. Greerty	34 (1979)	\$725	2013	\$797.78	
Amitai Schwartz <sup>11</sup>	Law Offices of Amitai Schwartz	40 (1973)	\$725	2013	\$797.78	SL
Moira Duvernay <sup>11</sup>	Law Offices of Amitai Schwartz	09 (2004)	\$450	2013	\$495.17	RS SL
Sanford J. Rosen <sup>12</sup>	Rosen Bien & Galvan	46 (1962)	\$700	2008	\$903.40	
Sid Wolinsky <sup>13</sup>	DRA*	51 (1961)	\$860	2012	\$976.99	
Shawna Parks <sup>13</sup>	DRA*	13 (1999)	\$665	2012	\$755.46	RS SL
Mary-Lee Smith <sup>13</sup>	DRA*	07 (2005)	\$555	2012	\$630.50	
Karla Gilbride <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Larry Paradis <sup>13</sup>	DRA*	27 (1985)	\$800	2012	\$908.83	
Ron Elsberry <sup>13</sup>	DRA*	25 (1987)	\$725	2012	\$823.63	
Katherine Weed <sup>13</sup>	DRA*	10 (2002)	\$600	2012	\$681.62	
Stephanie Biedermann <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Christine Chuang <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	

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Kara Janssen <sup>13</sup>	DRA*	02 (2010)	\$330	2012	\$374.89	
Paralegal	DRA*		\$240	2012	\$284.01	
Summer Associates <sup>13</sup>	DRA*		\$250	2012	\$272.65	
Michelle Uzeta <sup>13</sup>	DRLC***	20 (1992)	\$700	2012	\$795.22	
Debra Patkin <sup>13</sup>	DRLC***	05 (2007)	\$450	2012	\$511.22	
Jennifer Lee <sup>13</sup>	DRLC***	09 (2003)	\$550	2012	\$624.82	
Matthew Strugar <sup>13</sup>	DRLC***	08 (2004)	\$525	2012	\$596.42	
Law Clerk <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Litigation Assist <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Shawna Parks <sup>14</sup>	DRLC	10 (1999)	\$525	2009	\$656.29	RS SL
Sage Reeves <sup>14</sup>	DRLC	08 (2001)	\$475	2009	\$593.79	
Matthew Strugar <sup>14</sup>	DRLC	05 (2004)	\$400	2009	\$500.03	
Bethany Woodard <sup>14</sup>	MTO**	04 (2005)	\$395	2009	\$493.78	
Kristina Wilson <sup>14</sup>	MTO**	03 (2006)	\$350	2009	\$437.53	
Robert Dell Angelo <sup>14</sup>	MTO**	17 (1992)	\$550	2009	\$687.54	SL
Law Clerks <sup>14</sup>	MTO**	N/A	\$220	2009	\$275.02	
Barrett S. Litt <sup>15</sup>	Litt, Estuar & Kitson	39 (1969)	\$750	2008	\$967.93	SL
Earnest Bell <sup>15</sup>	Law Offices of Earnest Bell	20 (1988)	\$600	2008	\$774.35	
Sr. Paralegal <sup>15</sup>	Litt, Estuar & Kitson		\$235	2008	\$303.29	
Dale Galipo <sup>16</sup>	Law Ofc of Dale Galipo	28 (1984)	\$700	2012	\$795.22	SL
Humberto Guizar <sup>16</sup>		26 (1986)	\$500	2012	\$568.02	
Matthew McNicholas <sup>17</sup>	McNicholas &	15 (1997)	\$700	2012	\$795.22	SL

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<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
	McNicholas					
Douglas D. Winter <sup>17</sup>	McNicholas & McNicholas	22 (1990)	\$600	2012	\$681.62	
Catherine Schmidt <sup>17</sup>	McNicholas & McNicholas	11 (2001)	\$500	2012	\$568.02	
Bill Lann Lee <sup>18</sup>	Lewis, Feinberg, Lee, Renaker, & Jackson	38 (1974)	\$825	2012	\$937.23	SL
Matthew Righetti <sup>19</sup>	Righetti Glugoski	27 (1985)	\$750	2012	\$852.03	SL
John Glugoski <sup>19</sup>	Righetti Glugoski	12 (1997)	\$650	2012	\$738.42	
Angela Padilla <sup>20</sup>	MoFo	15 (1991)	\$600	2006	\$825.34	SL
Mahogany Jenkins <sup>20</sup>	MoFo	02 (2004)	\$285	2006	\$392.03	
Robert Rubin <sup>20</sup>	LCCR	28 (1978)	\$625	2006	\$859.73	
Paralegal <sup>20</sup>	MoFo		\$175	2006	\$240.72	
Carol Sobel <sup>21</sup>	Law Office of Carol Sobel	32 (1978)	\$725	2010	\$850.31	SL
Rebecca Thornton <sup>21</sup>	Law Office of Carol Sobel	09 (2001)	\$450	2010	\$527.78	
Heather McGunigle <sup>22</sup>	DRLC	04 (2009)	\$375	2009	\$468.78	
Todd Burns <sup>23</sup>	Law Office of Todd Burns	18 (1996)	\$650	2014	\$692.80	
Scott A. Brooks <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	19 (1992)	\$650	2011	\$762.35	
Paul R. Fine <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	39 (1972)	\$850	2011	\$996.92	SL

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<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Craig Momita <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	18 (1993)	\$400	2011	\$469.14	
Stephen Glick <sup>24</sup>	Law Offices of Stephen Glick	37 (1974)	\$800	2011	\$938.27	SL
Ian Herzog <sup>24</sup>	Law Office of Ian Herzog	44 (1967)	\$1,000	2011	\$1,172.84	SL
Susan Abitanta <sup>24</sup>	Law Office of Ian Herzog	28 (1983)	\$600	2011	\$703.71	SL
Rebecca Grey <sup>25</sup>		16 (1998)	\$650	2014	\$692.80	
Dale Galipo <sup>26</sup>	Law Ofc Dale Galipo	23 (1989)	\$675	2013	\$719.45	
Michael Haddad <sup>27</sup>	Haddad & Sherwin	23 9(1991)	\$725	2014	\$772.74	
Julia Sherwin <sup>27</sup>	Haddad & Sherwin	19 (1995)	\$695	2014	\$740.77	
Richard Pearl <sup>27</sup>		44 (1970)	\$750	2014	\$799.39	
Genevieve Guertin <sup>27</sup>	Haddad & Sherwin	05 (2009)	\$400	2014	\$426.34	
Gina Altomare <sup>27</sup>	Haddad & Sherwin	04 (2010)	\$350	2014	\$373.05	
Thomas Kennedy Helm <sup>27</sup>	Haddad & Sherwin	02 (2012)	\$325	2014	\$346.40	
Paralegals (not senior) <sup>27</sup>	Haddad & Sherwin		\$200	2014	\$213.17	
Jim DeSimone <sup>28</sup>	Schonbrun, de Simone	28 (1985)	\$725	2013	\$797.78	
Michael Seplow <sup>28</sup>	Schonbrun, de Simone	23 (1990)	\$660	2013	\$726.25	
Douglas Ingraham <sup>28</sup>	Schonbrun, de Simone	15 (1998)	\$575	2013	\$632.72	
Chritopher Cox <sup>29</sup>	Weill Gotschall	23 (1991)	\$850	2014	\$905.97	
Bambo Obarro <sup>29</sup>	Weill Gotschall	04 (2010)	\$400	2014	\$426.34	



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<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Ronald K. Tellis <sup>30</sup>	Baron & Budd	18 (1996)	\$775	2014	\$826.03	
Timothy G. Blood <sup>30</sup>	Blood Hurst and O'Reardon	24 (1990)	\$695	2014	\$740.77	
Gene J. Stonebarger <sup>31</sup>	Stonebarger Law, APC	14 (2000)	\$650	2014	\$692.80	
Richard D. Lambert <sup>31</sup>	Stonebarger Law	07 (2007)	\$500	2014	\$532.92	
Dale Galipo <sup>32</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$852.68	
Dale Galipo <sup>33</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$825.92	
Barrett S. Litt <sup>34</sup>	Kaye, McLane, Bednarski & Litt	45 (1969)	\$975	2014	\$1,039.20	
Ronald O. Kaye <sup>34</sup>	Kaye, McLane, Bednarski & Litt	26 (1988)	\$775	2014	\$826.03	
David M. McLane <sup>34</sup>	Kaye, McLane, Bednarski & Litt	28 (1988)	\$775	2014	\$826.03	
Kevin LaHue <sup>34</sup>	Kaye, McLane, Bednarski & Litt	10 (2004)	\$600	2014	\$639.51	
Caitlin Weisberg <sup>34</sup>	Kaye, McLane, Bednarski & Litt	06 (2008)	\$500	2014	\$532.92	
Julia White <sup>34</sup> [Sr. Paralegal]	Kaye, McLane, Bednarski & Litt		\$295	2014	\$314.43	
Heath White <sup>34</sup> [High Tech Paralegal]	Kaye, McLane, Bednarski & Litt		\$235	2014	\$250.47	
Jose R. Allen <sup>35</sup>	Skadden, Arps	31 (1985)	\$1150	2016	\$1,150	
Guy Wallace <sup>35</sup>	Schneider Wallace	23 (1993)	\$750	2016	\$750	
David Borgen <sup>35</sup>	Goldstein Borgen	35 (1981)	\$795	2016	\$795	

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<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
	Dardarian					
Linda Dardarian <sup>35</sup>	Goldstein Borgen Dardarian	29 (1987)	\$775	2016	\$775	
Shawna Parks <sup>35</sup>	Law Ofc Shawna Parks	16 (2000)	\$695	2016	\$695	
Brian Dunn <sup>36</sup>	Cochran Firm	21 (1995)	\$795	2016	\$795	

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Guy Wallace <sup>51</sup>	Schneider Wallace	17 (1993)	\$650	2010	\$787.05	SL
Josh Konecky <sup>51</sup>	Schneider Wallace	14 (1996)	\$625	2010	\$756.78	
Jonathan E. Gertler <sup>52</sup>	Chavez & Gertler	31 (1983)	\$725	2013	\$797.78	SL
Dan L. Gildor <sup>52</sup>	Chavez & Gertler	12 (2002)	\$550	2013		
Patrick N. Keegan <sup>53</sup>	Keegan & Baker LLP	20 (1993)	\$695	2013	\$764.77	
Todd Schneider <sup>54</sup>	Schneider Wallace	29 (1982)	\$675	2011	\$791.67	SL
Eric Gibbs <sup>55</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$817.32	SL
Dylan Hughes <sup>55</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$659.91	SL
Geoffrey Munroe <sup>55</sup>	Girard Gibbs	07 (2003)	\$445	2010	\$817.32	RS SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Eric Gibbs <sup>56</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$750.04	SL
Dylan Hughes <sup>56</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$787.05	SL
Jonathan Selbin <sup>57</sup>	Lieff Cabraser	16 [1993]	\$600	2009	\$756.78	
Shawn Khorrami <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	19 (1995)	\$650	2014	\$692.80	
Launa Adolph <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	11 (2003)	\$495	2014	\$527.60	

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>11</sup>	Arnold & Porter	39 (1974)	\$910	2013	\$1,001.35	N/A
Unnamed <sup>11</sup>	Arnold & Porter	09 (2004)	\$625	2013	\$687.74	N/A
Unnamed <sup>11</sup>	Quinn Emanuel		\$821	2013	\$903.41	N/A
Unnamed <sup>11</sup>	Quinn Emanuel		\$448	2013	\$492.97	N/A
Unnamed <sup>11</sup>	Quinn Emanuel	20	\$700	2013	\$770.27	N/A
Diane Hutnyan <sup>81</sup>	Quinn Emanuel	15 (1997)	\$790	2012	\$897.47	
Victoria Maroulis <sup>81</sup>	Quinn Emanuel	13 (1999)	\$815	2012	\$925.87	SL
Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$834.99	
Marc Becker <sup>81</sup>	Quinn Emanuel	24 (1988)	\$1035	2012	\$1,175.80	N/A
Melissa Dalziel <sup>81</sup>	Quinn Emanuel	12 (2000)	\$730	2012	\$829.31	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Thomas J. Nolan <sup>82</sup>	Skadden Arps	40 (1971)	\$1095	2011	\$1,284.26	SL
Jason D. Russell <sup>82</sup>	Skadden Arps	18 (1993)	\$1030	2011	\$1,208.03	SL
Hillary A. Hamilton <sup>82</sup>	Skadden Arps	10 (2001)	\$710	2011	\$832.72	
Legal Assistant <sup>82</sup>	Skadden Arps		\$295	2011	\$345.99	
Arturo Gonzalez <sup>83</sup>	MoFo	28 (1985)	\$950	2013	\$1,045.36	SL
Suzanna Brickman <sup>83</sup>	MoFo	07 (2006)	\$650	2013	\$715.25	
Unnamed <sup>84</sup>	Lieff Cabraser	01 (2011)	\$325	2012	\$369.21	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	04 (2008)	\$395	2012	\$448.73	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	06 (2006)	\$435	2012	\$494.18	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	11 (2001)	\$525	2012	\$596.42	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	14 (1998)	\$585	2012	\$664.58	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	17 (1995)	\$650	2012	\$738.42	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	21 (1991)	\$700	2012	\$795.22	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	24 (1988)	\$775	2012	\$880.43	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	29 (1983)	\$775	2012	\$880.43	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	34 (1978)	\$800	2012	\$908.83	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	38 (1974)	\$900	2012	\$1,022.43	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	42 (1970)	\$900	2012	\$1,022.43	N/A
Unnamed <sup>85</sup>	Paul Hastings	01 (2010)	\$360	2011	\$422.22	N/A
Unnamed <sup>85</sup>	Paul Hastings	03 (2008)	\$450	2011	\$527.78	N/A
Unnamed <sup>85</sup>	Paul Hastings	04 (2007)	\$500	2011	\$586.42	N/A
Unnamed <sup>85</sup>	Paul Hastings	05 (2006)	\$530	2011	\$621.61	N/A
Unnamed <sup>85</sup>	Paul Hastings	06 (2005)	\$565	2011	\$662.66	N/A

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>85</sup>	Paul Hastings	07 (2004)	\$590	2011	\$691.98	N/A
Unnamed <sup>85</sup>	Paul Hastings	08 (2003)	\$620	2011	\$727.16	N/A
Unnamed <sup>85</sup>	Paul Hastings	09 (2002)	\$630	2011	\$738.89	N/A
Unnamed <sup>85</sup>	Paul Hastings	12 (1999)	\$670	2011	\$785.80	N/A
Unnamed <sup>85</sup>	Paul Hastings	15 (1996)	\$725	2011	\$850.31	N/A
Unnamed <sup>85</sup>	Paul Hastings	17 (1994)	\$725	2011	\$850.31	N/A
Unnamed <sup>85</sup>	Paul Hastings	23 (1998)	\$850	2011	\$996.92	N/A
Unnamed <sup>85</sup>	Paul Hastings	33 (1978)	\$940	2011	\$1,102.47	N/A
Wayne Barsky <sup>86</sup>	Gibson Dunn	26 (1983)	\$905	2009	\$1,131.32	
Marcellus McRae <sup>86</sup>	Gibson Dunn	21 (1988)	\$785	2009	\$981.31	
Daniel Kolkey <sup>86</sup>	Gibson Dunn	32 (1977)	\$840	2009	\$1,050.06	
Danielle Katzir <sup>86</sup>	Gibson Dunn	05 (2004)	\$525	2009	\$656.29	
Multiple associates <sup>86</sup>	Gibson Dunn	04 (2005)	\$495	2009	\$618.79	
Melissa Barshop <sup>86</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$587.54	
Multiple associates <sup>86</sup>	Gibson Dunn	02 (2007)	\$400	2009	\$500.03	
Multiple associates <sup>86</sup>	Gibson Dunn	01 (2008)	\$345	2009	\$431.28	
Paralegal <sup>86</sup>	Gibson Dunn		\$300	2009	\$375.02	
Paralegal <sup>86</sup>	Gibson Dunn		\$295	2009	\$368.77	
Paralegal <sup>86</sup>	Gibson Dunn		\$315	2009	\$393.77	
Danielle Gilmore <sup>87</sup>	Quinn Emanuel	15 (1993)	\$685	2008	\$884.05	SL
Sara Brenner <sup>87</sup>	Quinn Emanuel	02 (2006)	\$340	2008	\$438.80	
Paralegal <sup>87</sup>	Quinn Emanuel	N/A	\$235	2008	\$303.29	
Mark D. Kemple <sup>88</sup>	Greenberg Traurig	20 (1989)	\$675	2009	\$871.14	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Erik Swanholt <sup>88</sup>	Greenberg Traurig	11 (1998)	\$575	2009	\$742.08	SL
Hirad Dadgostar <sup>88</sup>	Greenberg Traurig	03 (2006)	\$400	2008	\$516.23	
Brian J. Hennigan <sup>89</sup>	Irell & Manella	25 (1983)	\$775	2008	\$1,000.20	SL
Michal H. Strub <sup>89</sup>	Irell & Manella	18 (1990)	\$670	2008	\$864.69	
Kimberly A. Svendsen <sup>89</sup>	Irell & Manella	04 (2004)	\$410	2008	\$529.14	
Dena G. Kaplan <sup>89</sup>	Irell & Manella	05 (2003)	\$475	2008	\$613.02	
Katherine J. Galston <sup>89</sup>	Irell & Manella	05 (2003)	\$490	2008	\$1,075.06	
Paralegal <sup>89</sup>	Irell & Manella		\$220	2008	\$962.56	
Gordon Kirscher <sup>90</sup>	O'Melveny & Myers	38 (1971)	\$860	2009	\$843.80	
Alejandro Mayorkas <sup>90</sup>	O'Melveny & Myers	23 (1986)	\$770	2009	\$775.05	
Thomas M. Riordan <sup>90</sup>	O'Melveny & Myers	14 (1995)	\$675	2009	\$706.29	
Jorge DeNeve <sup>90</sup>	O'Melveny & Myers	10 (1998)	\$620	2009	\$562.53	
Allan Johnson <sup>90</sup>	O'Melveny & Myers	08 (2001)	\$565	2009	\$387.52	
Abby Schwartz <sup>90</sup>	O'Melveny & Myers	03 (2006)	\$450	2009	\$281.27	
Paralegal <sup>90</sup>	O'Melveny & Myers	17 (2004)	\$310	2009	\$306.27	
Paralegal <sup>90</sup>	O'Melveny & Myers	05 (2004)	\$225	2009	\$1,138.19	
Paralegal <sup>90</sup>	O'Melveny & Myers	12 (1997)	\$245	2009	\$877.86	
Litigation Support Specialist <sup>90</sup>	O'Melveny & Myers	04 (2005)	\$260	2009	\$811.27	
Unnamed <sup>91</sup>	Paul Hastings	36 (1974)	\$940	2010	\$799.16	
Unnamed <sup>91</sup>	Paul Hastings	16 (1994)	\$725	2010	\$399.58	
Unnamed <sup>91</sup>	Paul Hastings	11 (1999)	\$670	2010	\$750.04	
Unnamed <sup>91</sup>	Paul Hastings	10 (2000)	\$660	2010	\$750.04	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Sr. Paralegal <sup>91</sup>	Paul Hastings		\$330	2010	\$818.80	
Unnamed <sup>92</sup>	White & Case	04 (2004)	\$600	2009	\$937.56	
Unnamed <sup>92</sup>	White & Case	06 (2003)	\$600	2009	\$443.78	
Unnamed <sup>92</sup>	White & Case	08 (2001)	\$655	2009	\$581.28	
Unnamed <sup>92</sup>	White & Case	24 (1985)	\$750	2009	\$625.04	
Unnamed <sup>92</sup>	Weil, Gotscahl	01 (2008)	\$355	2009	\$725.04	
Unnamed <sup>92</sup>	Weil, Gotscahl	03 (2006)	\$465	2009	\$998.81	
Unnamed <sup>92</sup>	Weil, Gotscahl	04 (2005)	\$500	2009	\$668.79	
Unnamed <sup>92</sup>	Weil, Gotscahl	06 (2003)	\$580	2009	\$806.30	
Unnamed <sup>92</sup>	Weil, Gotscahl	23 (1986)	\$799	2009	\$906.30	
Unnamed <sup>92</sup>	Pachulski, Stang	14 (1995)	\$535	2009	\$843.80	
Unnamed <sup>92</sup>	Pachulski, Stang	20 (1989)	\$645	2009	\$937.56	
Unnamed <sup>92</sup>	Pachulski, Stang	22 (1987)	\$725	2009	\$812.55	
Unnamed <sup>92</sup>	Pachulski, Stang	24 (1985)	\$675	2009	\$493.78	
Unnamed <sup>92</sup>	Pachulski, Stang	27 (1982)	\$750	2009	\$1,075.06	
Unnamed <sup>92</sup>	Pachulski, Stang	32 (1977)	\$650	2009	\$500.03	
Unnamed <sup>92</sup>	O'Melveny & Myers	03 (2006)	\$395	2009	\$562.53	
Unnamed <sup>92</sup>	O'Melveny & Myers	34 (1975)	\$860	2009	\$543.78	
Unnamed <sup>92</sup>	Munger, Tolles	03 (2006)	\$400	2009	\$493.78	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$450	2009	\$656.29	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$435	2009	\$750.04	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2004)	\$395	2009	\$906.30	
Unnamed <sup>92</sup>	Munger, Tolles	12 (1997)	\$525	2009	\$687.54	



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Munger, Tolles	21 (1988)	\$600	2009	\$781.30	
Unnamed <sup>92</sup>	Munger, Tolles	22 (1987)	\$725	2009	\$937.56	
Unnamed <sup>92</sup>	Munger, Tolles	25 (1984)	\$550	2009	\$668.79	
Unnamed <sup>92</sup>	Munger, Tolles	39 (1970)	\$625	2009	\$812.55	
Unnamed <sup>92</sup>	Morrison & Foerster	24 (1985)	\$750	2009	\$812.55	
Unnamed <sup>92</sup>	Morrison & Foerster	09 (2000)	\$535	2009	\$737.54	
Unnamed <sup>92</sup>	Morrison & Foerster	17 (1992)	\$650	2009	\$1,062.56	
Unnamed <sup>92</sup>	Klee, Tuchin	12 (1997)	\$650	2009	\$631.29	
Unnamed <sup>92</sup>	Klee, Tuchin	18 (1991)	\$590	2009	\$950.06	
Unnamed <sup>92</sup>	Klee, Tuchin	19 (1990)	\$850	2009	\$850.05	
Unnamed <sup>92</sup>	Hennigan, Bennett	09 (2000)	\$505	2009	\$587.54	
Unnamed <sup>92</sup>	Hennigan, Bennett	30 (1979)	\$760	2009	\$712.54	
Unnamed <sup>92</sup>	Hennigan, Bennett	31 (1978)	\$680	2009	\$793.80	
Unnamed <sup>92</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$656.29	
Unnamed <sup>92</sup>	Gibson Dunn	06 (2003)	\$570	2009	\$762.55	
Unnamed <sup>92</sup>	Gibson Dunn	12 (1997)	\$635	2009	\$987.56	
Unnamed <sup>92</sup>	Gibson Dunn	15 (1994)	\$525	2009	\$850.05	
Unnamed <sup>92</sup>	Gibson Dunn	18 (1991)	\$610	2009	\$1,193.82	
Unnamed <sup>92</sup>	Gibson Dunn	25 (1974)	\$790	2009	\$1,200.07	
Unnamed <sup>92</sup>	Davis, Polk	04 (2005)	\$680	2009	\$929.16	
Unnamed <sup>92</sup>	Davis, Polk	19 (1990)	\$955	2009	\$784.62	
Unnamed <sup>92</sup>	Davis, Polk	23 (1986)	\$960	2009	\$795.22	
Daniel Perry <sup>93</sup>	Milbank, Tweed	14 (2000)	\$1135	2014	\$937.23	SL RS

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super-Lawyer</b>
Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$590.74	
Hannah Cannom <sup>93</sup>	Milbank, Tweed	08 (2006)	\$800	2014	\$795.22	SL RS
Revi-Ruth Enriquez <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$386.25	
Caitlin Hawks <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$527.60	
Katherine Eklund <sup>93</sup>	Milbank, Tweed	05 (2009)	\$550	2014	\$826.03	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$700	2012	\$578.76	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$825	2014	\$639.51	
Alex Doherty <sup>94</sup>	Sidley Austin	04 (1998)	\$520	2012	\$1,001.35	
Alex Doherty <sup>94</sup>	Sidley Austin	06 (2008)	\$700	2014	\$687.74	
Lauren McCray <sup>94</sup>	Sidley Austin	01 (1998)	\$340	2012	\$903.41	
Lauren McCray <sup>94</sup>	Sidley Austin	02 (1998)	\$495	2014	\$492.97	
Christopher Cox <sup>95</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$770.27	
Bambo Obaro <sup>95</sup>	Weil Gotshal	04 (2010)	\$400	2014	\$897.47	
Jessica Mohr <sup>95</sup>	Weil Gotshal	01 (2013)	\$300	2014	\$925.87	
Glenn Peterson <sup>96</sup>	Millstone Peterson & Watts	18 (1996)	\$600	2014	\$834.99	

\*DRA stands for Disability Rights Advocates

\*\*MTO stands for Munger, Tolles & Olson

\*\*\*DRLC stands for Disability Rights Legal Center

\*\*\*\*HSKRR stands for Hadsell, Stormer, Keeny, Richardson & Renick

\*\*\*\*\*AFL stands for AARP Foundation Litigation

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**CIVIL RIGHTS LODESTAR AWARD SOURCES**

<sup>1</sup> – *Vasquez v. Rackauckas*, SACV 09-1090 VBF, 2011 WL 1791091 (C.D. Cal. May 10, 2011) *aff'd in part, rev'd in part and remanded*, 734 F.3d 1025 (9<sup>th</sup> Cir. 2013) (lodestar award in civil rights injunctive relief class action regarding modification of state gang injunctions) (remand did not affect fee award)

<sup>2</sup> – *Fitzgerald v. City of Los Angeles*, CV 03-01876DDP(RZX), 2009 WL 960825 (C.D. Cal. Apr. 7, 2009) (lodestar award in civil rights Skid Row litigation)

<sup>3</sup> – *Charlebois v. Angels Baseball LP*, SACV 10-0853 DOC ANX, 2012 WL 2449849 (C.D. Cal. May 30, 2012) (lodestar award in settlement of ADA case)

<sup>4</sup> – *Californians for Disability Rights v. California Dep't of Transp.*, C 06-05125 SBA MEJ, 2010 WL 8746910 (N.D. Cal. Dec. 13, 2010) *report and recommendation adopted sub nom. Californians for Disability Rights, Inc. v. California Dep't of Transp.*, C 06-5125 SBA, 2011 WL 8180376 (N.D. Cal. Feb. 2, 2011) (lodestar award in settlement of ADA case)

<sup>5</sup> – *Rauda v. City of Los Angeles*, CV08-3128-CAS PJW, 2010 WL 5375958 (C.D. Cal. Dec. 20, 2010) (lodestar award in civil rights police misconduct case)

<sup>6</sup> – *Multi-Ethnic Immigrant Workers Org. Network v. City of Los Angeles*, CV 07-3072 AHM FMMX, 2009 WL 9100391 (C.D. Cal. June 24, 2009) (lodestar cross-check in protest excessive force civil rights class action)

<sup>7</sup> – *Craft v. Cnty. Of San Bernardino*, 624 F. Supp. 2d 1113, 1122-23 (C.D. Cal. 2008) (lodestar cross-check in jail civil rights class action)

<sup>8</sup> – *Pierce v. Cnty. Of Orange*, 905 F. Supp. 2d 1017, 1035-39, 1049 (C.D. Cal. 2012) (lodestar award in jail ADA class action)

<sup>9</sup> – *L.H. v. Schwarzenegger*, 645 F. Supp. 2d 888, 893-96 (E.D. Cal. 2009) (lodestar award in settlement of prison injunctive relief class action)

<sup>10</sup> – *Armstrong v. Brown*, 805 F. Supp. 2d 918, 920-21 (N.D. Cal. 2011) (lodestar award in prison class action for monitoring work)

<sup>11</sup> – *A.D. v. State of California Highway Patrol*, C 07-5483 SI, 2013 WL 6199577 (N.D. Cal. Nov. 27, 2013) (civil rights lodestar award for police killing) [Arnold & Porter and Quinn Emmanuel rates were described in opinion as support for awarded rates, and are contained in the commercial rates table with the attorney as )“Unnamed”]

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<sup>12</sup> – *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9<sup>th</sup> Cir. 2010), *upholding award in Prison Legal News v. Schwarzenegger*, 561 F. Supp. 2d 1095, 1106 (N.D. Cal. 2008) (post –settlement lodestar award in prisoner First Amendment injunctive relief case)

<sup>13</sup> – *Communities Actively Living Independent and Free v. City of Los Angeles*, 2:090cv-00287 CBM-RZ-Doc # 255 (C.D. Cal. 6/10/13) (lodestar award in settlement of ADA injunctive relief class action) [ATTACHED AS EXHIBIT 13]

<sup>14</sup> – *Lauderdale v. City of Long Beach*, CV 08-979 ABC (JWJx) (C.D.Cal. 1/11/10) (lodestar award after settlement of ADA injunctive relief class action against jail) [ATTACHED AS EXHIBIT 14]

<sup>15</sup> – *Gamino v. County of Ventura*, CV 02-9785-CBM (Ex), Doc # 185 (C.D.Cal. 2/5/09) (lodestar cross-check in jail civil rights class action) [ATTACHED AS EXHIBIT 15]

<sup>16</sup> – *P.C. v. City of Los Angeles*, 2:090cv-06495-PLA Doc # 77 (C.D. Cal. 9/4/12) (lodestar award in civil rights suit against police for excessive force resulting in death) [ATTACHED AS EXHIBIT 16]

<sup>17</sup> – *Avila v. LAPD*, No. CV 11-01326 sjo (FMOX) (C.D.Cal. 8/2/12) (lodestar award for retaliatory termination for testifying for FLSA plaintiff) [ATTACHED AS EXHIBIT 17]

<sup>18</sup> – *Vallabhapurapu v. Burger King Corp.*, Case No. C11-00667 WHA (JSC) (N.D.Cal. 10/26/2012) (lodestar award with multiplier of 1.29 in ADA accessibility class action; opinion refers to rates used to calculate the lodestar of up to \$825; Lee Dec dated 8/27/2012 sets forth the rates used to calculate the lodestar, including a rate of \$825 for him) [ATTACHED AS EXHIBIT 18]

<sup>19</sup> – *Rutti v. Lojack Corp., Inc.*, SACV 06-350 DOC JCX, 2012 WL 3151077 (C.D. Cal. July 31, 2012) (FLSA lodestar crosscheck)

<sup>20</sup> – Fee award in *Comite De Jornaleros De Redondo Beach v. City of Redondo Beach*, CV 04-9396 CBMJTLX, 2006 WL 4081215 (C.D. Cal. Dec. 12, 2006) rev'd, 607 F.3d 1178 (9<sup>th</sup> Cir. 2010) on reh'g en banc, 657 F.3d 936 (9<sup>th</sup> Cir. 2011) and aff'd, 657 F.3d 936 (9<sup>th</sup> Cir. 2011) (civil rights case successfully challenging day laborer ordinance on First Amendment grounds)

<sup>21</sup> – Fee award in *Long Beach Area Peace Network v. City of Long Beach*, No. CV 04-08510 JSO (SSx) (C.D.Calif.) (Doc # 64) (civil rights case successfully challenging parade ordinance on First Amendment grounds) (rates based on personal knowledge from fee declaration filed by Mr. Litt in the case) [ATTACHED AS EXHIBIT 21]

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<sup>22</sup> – 2/22/10 Fee Order in *Riverside County Dept. of Mental Health v. A.S.*, No. CV 08-00511 ABC (C.D. Calif.) (IDEA fee award) (2009 used because it is clear from the timing of the order that 2009 rates were used)

<sup>23</sup> – Fee order in *Dugan v. County of Los Angeles*, 2:11-cv-08145-CAS-SHx (C.D. Cal. 3/3/14) (4<sup>th</sup> Amendment, malicious prosecution § 1983 action; background as criminal defense lawyer; no evidence of prior experience litigating civil rights cases, but knowledge of 4<sup>th</sup> Amendment law and trial experience should be reflected in the rate) [**ATTACHED AS EXHIBIT 23**]

<sup>24</sup> – Fee order in *Heyen v. Safeway Inc.*, B243610, 2014 WL 2154676 (Cal. Ct. App. May 23, 2014) upheld (individual wage and hour case after denial of class certification, with damages award of approximately \$26,000; full hourly rate awarded to determine lodestar, then reduced due to limited success because received only 25% of overtime sought; fee award was in 2012, based on 2011 rates [since fee application was filed in 2011]).

<sup>25</sup> – Lodestar fee award in *Echague v. Metro. Life Ins. Co.*, No. 12-CV-00640-WHO, 2014 WL 4746115, at \*2 (N.D. Cal. Sept. 24, 2014) – ERISA case.

<sup>26</sup> – Fee award in *Contreras v. City of Los Angeles*, 2:11-CV-1480-SVW-SH, 2013 WL 1296763 (C.D. Cal. Mar. 28, 2013) – individual police case

<sup>27</sup> – Fee order in *Dixon v. City of Oakland*, No. C-12-05207 DMR, 2014 WL 6951260, at \*8 (N.D. Cal. Dec. 8, 2014) – individual police case (1.1 multiplier awarded under Civil Code § 52.1).

<sup>28</sup> – Fee order in *Xue Lu v. United States*, No. CV 01-01758 CBM EX, 2014 WL 2468826, at \*5 (C.D. Cal. May 23, 2014) – EAJA market rate award (available due to government's bad faith).

<sup>29</sup> – Fee order in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105 (N.D. Cal. Aug. 1, 2014); award was for successful Anti-SLAPP motion; defendants voluntarily reduced rate sought by 10%

<sup>30</sup> – Fee order in *Aarons v. BMW of N. Am., LLC*, No. CV 11-7667 PSG CWX, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014) objections overruled, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) – consumer class action in which award was court determined lodestar, not percentage of fund.

<sup>31</sup> – Fee order in *Morey v. Louis Vuitton N. Am., Inc., No. 11CV1517 WQH BLM*, 2014 WL 109194, at \*10 (S.D. Cal. Jan. 9, 2014) – consumer class action in which award was court determined lodestar, not percentage of fund; 1.51 multiplier..

<sup>32</sup> – Fee order in *Sanchez v. County of San Bernardino*, 10-09384 MMM (Opx) [3/1/14] – individual police case [**ATTACHED AS EXHIBIT 32**]



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<sup>33</sup> – Fee order in *Howard v. County of Riverside*, EDCV 12-00700 VAP (Opx) [8/27/14] – individual police case [ATTACHED AS EXHIBIT 33].

<sup>34</sup> – Fee order in *Rodriguez v. Cty. of Los Angeles*, 96 F. Supp. 3d 1012 (C.D. Cal. 2014) [12/29/2014] – multi-plaintiff prisoners for guard brutality; award primarily under California state law for Civil Code 52.1 claim, with part of award on exclusively federal claims under PLRA; multiplier of two for state fee award .

<sup>35</sup> – Fee Order in *Willits v. City of Los Angeles*, CV 10-5782 CBM (RZx) (8/25/16) – class action injunctive relief case under ADA, RA [ATTACHED AS EXHIBIT 35].

<sup>36</sup> – *Woods v. Fagan*, CV 14-8374-VAP (SPx) (C.D. Cal.) (9/21/16 Fee Order) [ATTACHED AS EXHIBIT 36].

OF THE 36 CIVIL RIGHTS CASES, 25 ARE FROM THE CENTRAL DISTRICT, 8 FROM THE NORTHERN DISTRICT, 1 FROM THE EASTERN DISTRICT, 1 FROM THE SOUTHERN DISTRICT AND 1 FROM LOS ANGELES COUNTY SUPERIOR COURT. AT LEAST THE CENTRAL AND NORTHERN DISTRICT RATES ARE COMPARABLE, AND MANY FIRMS PRACTICE IN BOTH. (FOR THIS PURPOSE, ERISA AND ANTI-SLAPP ARE INCLUDED)

**CLASS ACTION LODESTAR CROSS CHECK SOURCES**

<sup>51</sup> – *Wren v. RGIS Inventory Specialists*, C-06-05778 JCS, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011) supplemented, C-06-05778 JCS, 2011 WL 1838562 (N.D. Cal. May 13, 2011)

<sup>52</sup> – *Bolton v. U.S. Nursing Corp.*, C 12-4466 LB, 2013 WL 5700403 (N.D. Cal. Oct. 18, 2013)

<sup>53</sup> – *Johansson-Dohrmann v. Cbr Sys., Inc.*, 12-CV-1115-MMA BGS, 2013 WL 3864341 (S.D. Cal. July 24, 2013)

<sup>54</sup> – *Thieriot v. Celtic Ins. Co.*, C-10-04462-LB, 2011 WL 1522385 (N.D. Cal. Apr. 21, 2011)

<sup>55</sup> – *Browne v. Am. Honda Motor Co., Inc.*, CV 09-06750 MMM DTBX, 2010 WL 9499073 (C.D. Cal. Oct. 5, 2010)

<sup>56</sup> – *Parkinson v. Hyundai Motor Am.*, 796 F. Supp. 2d 1160, 1164-66, 1170-73 (C.D. Cal. 2010)

<sup>57</sup> – *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1326-27 (W.D. Wash. 2009)

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<sup>58</sup> – *Gonzalez v. S. Wine & Spirits of Am. Inc.*, No. 2:11-CV-05849-ODW, 2014 WL 1630674, at \*2 (C.D. Cal. Apr. 24, 2014))

<sup>58</sup> – *G. F. v. Contra Costa Cty.*, 2015 WL 7571789, at \*13 (N.D. Cal. Nov. 25, 2015)

**COMMERCIAL LITIGATION SOURCES**

<sup>81</sup> – *Apple, Inc. v. Samsung Electronics Co., Ltd.*, C 11-1846 LHK PSG, 2012 WL 5451411 (N.D. Cal. Nov. 7, 2012)). The rates listed reflect what Quinn Emmanuel indicated were its standard rates for the attorneys being billed; the court award was lower as follows: Marc Becker - \$800; Diane Hutnyan - \$700; Victoria Maroulis - \$700; Todd Briggs - \$700; Melissa Dalziel - \$681. Because Mr. Becker is based in London he was marked N/A for whether he was designated as a SuperLawyer.

<sup>82</sup> – Skadden Arps bill Bill to MGA Entertainment Inc. in *Mattel v. MGA Entertainment*, Case No. 04 CV 09049-DOC (C.D.Cal.), filed 7/11/11, Doc 10684-50; rates accepted without objection and ordered in Doc. 10703 (8/4/11) [ATTACHED AS EXHIBIT 82]

<sup>83</sup> – Declaration of Arturo Gonzalez in *Bullis Charter School v. Los Altos School District et al.*, Case No. 109 CV144569 (Santa Clara Sup. Ct., filed 10/19/13). Although *Bullis* is arguably a public interest case, we are presenting this as a reflection of Mr. Gonzalez's and Ms. Brickman's normal rates, which is what Mr. Gonzalez explains in his declaration. [ATTACHED AS EXHIBIT 83]

<sup>84</sup> – The Lief Cabraser rates were provided in a 3/21/2012 email from firm partner as their standard rates for 2012; Lief Cabraser is a contingent fee firm specializing in class actions.

<sup>85</sup> – Email from ACLU to Barry Litt of 7/26/11 with Paul Hastings rate information provided to ACLU by former Paul Hastings associate.

<sup>86</sup> – 4/9/09 Gibson Dunn partner Wayne Barsky Declaration in *Rogel v. Development Agency of City of Lynwood*, Case No. BS106592 (reflecting Gibson Dunn standard rates) [ATTACHED AS EXHIBIT 86]

<sup>87</sup> – 11/27/08 Dec. of Quinn Emmanuel partner Danielle Gilmore in *Monrovia Nursing Co. v. Rosedale*, Case No. BC 351140 (LA Sup. Ct.) (reflecting Gibson Dunn standard rates) [ATTACHED AS EXHIBIT 87]

<sup>88</sup> – 10/16/09 Fee Order for Greenberg Taurig attorneys in *Santa Fe Pointe, L.P. v. Greystone Servicing Corp.*, C-07-5454 MMC, 2009 WL 3353449 (N.D. Cal. 10/16/09) (reflecting rates billed to client)



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<sup>89</sup> – 11/21/08 Dec. of O’Irell & Manella partner Brian Hennigan in *Monrovia Nursery Co. v. Rosedale*, No. BC351140 (Los Angeles Superior Court) (reflecting customary rates, which were billed to client in the case) (rates rounded down to the closest \$5)[ATTACHED AS EXHIBIT 89]

<sup>90</sup> – 1/09/09 Bankruptcy Fee Application in *In re Three A’s Holdings, L.L.C.*, No CV-04-07131- SVW (D. Del.) [bankruptcy fee application; only adversarial (litigation) rates relied on]

<sup>91</sup> – 11/17/10 Declaration of James Gillian in support of fee application in *La Asociacion De Trabajadores De Lake Forest v. City of Lake Forest*, CA 9 Case #09-55215 (Dkt. # 43-7) [ATTACHED AS EXHIBIT 91]

<sup>92</sup> – Selected rates compiled from 2009 Westlaw Court Express

<sup>93</sup> – Milbank Tweed rates being sought for DRLC co-counsel in *LAUSD v. Michael Garcia*, Case No. 10-55879 (9<sup>th</sup> Cir.); listed in email from DRLC counsel Anna Rivera on 2/24/14 [not yet in other tables as of 2/24]

<sup>94</sup> – Sidley Austin rates listed in Declaration of Amy Lalley for fee motion in *Jones v. Upland Housing Authority*, NO.: EDCV 12-2074 VAP (Opx) (Dkt. # 46 2/24/14) [ATTACHED AS EXHIBIT 94]

<sup>95</sup> – Fee award in anti-SLAPP motion in *Xu v. Yamanaka*, 2014 WL 3840105 (N.D. Cal. Aug. 1, 2014)

<sup>96</sup> – *Altavion, Inc. v. Konica Minolta Sys. Lab. Inc.*, 226 Cal. App. 4th 26, 71, 171 Cal. Rptr. 3d 714, 750 (2014), review denied (Aug. 20, 2014) [Trade secrets litigation; lodestar award]

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**II. RATES FROM SECTION I ORGANIZED BY YEARS OF PRACTICE**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Sid Wolinsky <sup>13</sup>	DRA*	51 (1961)	\$860	2012	\$976.99	
Sid Wolinsky <sup>4</sup>	DRA*	49 (1961)	\$835	2010	\$1,011.05	
Unnamed <sup>10</sup>	Rosen Bien & Galvan	48 (1962)	\$800	2010	\$1,032.46	
Sanford J. Rosen <sup>12</sup>	Rosen Bien & Galvan	46 (1962)	\$700	2008	\$903.40	
Barrett S. Litt <sup>34</sup>	Kaye, McLane, Bednarski & Litt	45 (1969)	\$975	2014	\$1,039.20	
Richard Pearl <sup>27</sup>		44 (1970)	\$750	2014	\$799.39	
Ian Herzog <sup>24</sup>	Law Office of Ian Herzog	44 (1967)	\$1,000	2011	\$1,172.84	SL
Barrett S. Litt <sup>8</sup>	Litt, Estuar & Kitson	43 (1969)	\$850	2012	\$965.63	SL
Amitai Schwartz <sup>11</sup>	Law Offices of Amitai Schwartz	40 (1973)	\$725	2013	\$797.78	SL
Barrett S. Litt <sup>6</sup>	Litt, Estuar & Kitson	40 (1969)	\$800	2009	\$1,000.06	SL
Paul R. Fine <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	39 (1972)	\$850	2011	\$996.92	SL
Barrett S. Litt <sup>15</sup>	Litt, Estuar & Kitson	39 (1969)	\$750	2008	\$967.93	SL
Dan Stormer <sup>8</sup>	HSKRR****	38 (1974)	\$825	2012	\$937.23	SL
Bill Lann Lee <sup>18</sup>	Lewis, Feinberg, Lee, Renaker, & Jackson	38 (1974)	\$825	2012	\$937.23	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Barrett S. Litt <sup>7</sup>	Litt, Estuar & Kitson	38 (1969)	\$725	2007	\$965.98	SL
John Houston Scott <sup>11</sup>	Scott Law Firm	37 (1976)	\$725	2013	\$797.78	
Stephen Glick <sup>24</sup>	Law Offices of Stephen Glick	37 (1974)	\$800	2011	\$938.27	SL
David Borgen <sup>35</sup>	Goldstein Borgen Dardarian	35 (1981)	\$795	2016	\$795	
Mark Rosenbaum <sup>2</sup>	ACLU	35 (1974)	\$740	2009	\$925.06	SL
Thomas P. Greerty <sup>11</sup>	Law Offices of Thomas P. Greerty	34 (1979)	\$725	2013	\$797.78	
Jose R. Allen <sup>4</sup>	Skadden Arps	34 (1976)	\$930	2010	\$1,126.08	SL
Paul L. Hoffman <sup>6</sup>	Schonbrun, de Simone	33 (1976)	\$750	2009	\$937.56	SL
Unnamed <sup>10</sup>	Prison Law Office	32 (1978)	\$700	2010	\$903.40	
Unnamed <sup>10</sup>	Bingham, McCutcheon	32 (1978)	\$700	2010	\$903.40	
Carol Sobel <sup>21</sup>	Law Office of Carol Sobel	32 (1978)	\$725	2010	\$850.31	SL
Jose R. Allen <sup>35</sup>	Skadden, Arps	31 (1985)	\$1150	2016	\$1,150	
Carol Sobel <sup>2</sup>	Law Ofc Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Carol A. Sobel <sup>6</sup>	Law Offices of Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Dale Galipo <sup>32</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$852.68	
Dale Galipo <sup>33</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$825.92	
Linda Dardarian <sup>35</sup>	Goldstein Borgen Dardarian	29 (1987)	\$775	2016	\$775	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Michael Bien <sup>9</sup>	Rosen Bien Galvan & Grunfeld	28 (2008)	\$640	2008	\$825.97	SL
David M. McLane <sup>34</sup>	Kaye, McLane, Bednarski & Litt	28 (1988)	\$775	2014	\$826.03	
Jim DeSimone <sup>28</sup>	Schonbrun, de Simone	28 (1985)	\$725	2013	\$797.78	
Dale Galipo <sup>16</sup>	Law Ofc of Dale Galipo	28 (1984)	\$700	2012	\$795.22	SL
Susan Abitanta <sup>24</sup>	Law Office of Ian Herzog	28 (1983)	\$600	2011	\$703.71	SL
Robert Rubin <sup>20</sup>	LCCR	28 (1978)	\$625	2006	\$859.73	
Larry Paradis <sup>13</sup>	DRA*	27 (1985)	\$800	2012	\$908.83	
Matthew Righetti <sup>19</sup>	Righetti Glugoski	27 (1985)	\$750	2012	\$852.03	SL
James de Simone <sup>3</sup>	Schoenbrun, de Simon	27 (1985)	\$695	2012	\$789.54	SL
Ronald O. Kaye <sup>34</sup>	Kaye, McLane, Bednarski & Litt	26 (1988)	\$775	2014	\$826.03	
Humberto Guizar <sup>16</sup>		26 (1986)	\$500	2012	\$568.02	
Laurence Paradis <sup>4</sup>	DRA*	26 (1985)	\$730	2010	\$883.92	SL
Daniel B. Kohrman <sup>4</sup>	AFL*****	26 (1984)	\$740	2010	\$896.02	
Ron Elsberry <sup>13</sup>	DRA*	25 (1987)	\$725	2012	\$823.63	
Ben Schonbrun <sup>5</sup>	Schonbrun, de Simone	25 (1985)	\$650	2010	\$762.35	SL
Timothy G. Blood <sup>30</sup>	Blood Hurst and O'Reardon	24 (1990)	\$695	2014	\$740.77	
Michael Haddad <sup>27</sup>	Haddad & Sherwin	23 91991)	\$725	2014	\$772.74	
Guy Wallace <sup>35</sup>	Schneider Wallace	23 (1993)	\$750	2016	\$750	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Christopher Cox <sup>29</sup>	Weill Gotschall	23 (1991)	\$850	2014	\$905.97	
Michael Seplow <sup>28</sup>	Schonbrun, de Simone	23 (1990)	\$660	2013	\$726.25	
Dale Galipo <sup>26</sup>	Law Ofc Dale Galipo	23 (1989)	\$675	2013	\$719.45	
Michael Seplow <sup>3</sup>	Schoenbrun, de Simon	22 (1990)	\$630	2012	\$715.70	SL
Douglas D. Winter <sup>17</sup>	McNicholas & McNicholas	22 (1990)	\$600	2012	\$681.62	
Brian Dunn <sup>36</sup>	Cochran Firm	21 (1995)	\$795	2016	\$795	
Michelle Uzeta <sup>13</sup>	DRLC***	20 (1992)	\$700	2012	\$795.22	
Michael Seplow <sup>5</sup>	Schonbrun, de Simone	20 (1990)	\$590	2010	\$691.98	SL
Earnest Bell <sup>15</sup>	Law Offices of Earnest Bell	20 (1988)	\$600	2008	\$774.35	
Julia Sherwin <sup>27</sup>	Haddad & Sherwin	19 (1995)	\$695	2014	\$740.77	
Scott A. Brooks <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	19 (1992)	\$650	2011	\$762.35	
Julie Nepveu <sup>4</sup>	AFL*****	19 (1991)	\$660	2010	\$799.16	
Ronald K. Tellis <sup>30</sup>	Baron & Budd	18 (1996)	\$775	2014	\$826.03	
Todd Burns <sup>23</sup>	Law Office of Todd Burns	18 (1996)	\$650	2014	\$692.80	
Bryan M. Miller <sup>8</sup>	Litt, Estuar & Kitson	18 (1994)	\$625	2012	\$710.02	
Craig Momita <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	18 (1993)	\$400	2011	\$469.14	
Melissa Kasnitz <sup>4</sup>	DRA*	18 (1992)	\$650	2010	\$787.05	
Robert M. Kitson <sup>8</sup>	Litt, Estuar & Kitson	17 (1995)	\$625	2012	\$710.02	SL
Hector O. Villagra <sup>1</sup>	ACLU	17 (1994)	\$600	2011	\$703.71	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
John Raphling <sup>5</sup>	Schonbrun, de Simone	17 (1993)	\$525	2010	\$615.74	
Robert Dell Angelo <sup>14</sup>	MTO**	17 (1992)	\$550	2009	\$687.54	SL
Shawna Parks <sup>35</sup>	Law Ofc Shawna Parks	16 (200)	\$695	2016	\$695	
Rebecca Grey <sup>25</sup>		16 (1998)	\$650	2014	\$692.80	
Douglas Ingraham <sup>28</sup>	Schonbrun, de Simone	15 (1998)	\$575	2013	\$632.72	
Matthew McNicholas <sup>17</sup>	McNicholas & McNicholas	15 (1997)	\$700	2012	\$795.22	SL
Peter Eliasberg <sup>2</sup>	ACLU	15 (1994)	\$525	2009	\$656.29	SL
Angela Padilla <sup>20</sup>	MoFo	15 (1991)	\$600	2006	\$825.34	SL
Gene J. Stonebarger <sup>31</sup>	Stonebarger Law, APC	14 (2000)	\$650	2014	\$692.80	
Paul Estuar <sup>7</sup>	Litt, Estuar & Kitson	14 (1993)	\$485	2007	\$646.21	SL
Shawna Parks <sup>13</sup>	DRA*	13 (1999)	\$665	2012	\$755.46	RS SL
Unnamed <sup>10</sup>	Bingham, McCutcheon	13 (1997)	\$655	2010	\$845.33	
Unnamed <sup>10</sup>	Rosen Bien & Galvan	13 (1997)	\$560	2010	\$722.72	
John Glugoski <sup>19</sup>	Righetti Glugoski	12 (1997)	\$650	2012	\$738.42	
Catherine Schmidt <sup>17</sup>	McNicholas & McNicholas	11 (2001)	\$500	2012	\$568.02	
Belinda Escobosa Helzer <sup>1</sup>	ACLU	11 (2000)	\$525	2011	\$615.74	
Kevin LaHue <sup>34</sup>	Kaye, McLane, Bednarski & Litt	10 (2004)	\$600	2014	\$639.51	
Katherine Weed <sup>13</sup>	DRA*	10 (2002)	\$600	2012	\$681.62	
Joseph J. Ybarra <sup>1</sup>	MTO**	10 (2001)	\$550	2011	\$645.06	
Jennifer Bezoza <sup>4</sup>	DRA*	10 (2000)	\$570	2010	\$690.18	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Shawna Parks <sup>14</sup>	DRLC	10 (1999)	\$525	2009	\$656.29	RS SL
Moira Duvernay <sup>11</sup>	Law Offices of Amitai Schwartz	09 (2004)	\$450	2013	\$495.17	RS SL
Jennifer Lee <sup>13</sup>	DRLC***	09 (2003)	\$550	2012	\$624.82	
Peter Bibring <sup>1</sup>	ACLU	09 (2002)	\$490	2011	\$574.69	RS SL
Roger Heller <sup>4</sup>	DRA*	09 (2001)	\$560	2010	\$678.07	SL
Rebecca Thornton <sup>21</sup>	Law Office of Carol Sobel	09 (2001)	\$450	2010	\$527.78	
Matthew Strugar <sup>13</sup>	DRLC***	08 (2004)	\$525	2012	\$596.42	
Jacob A. Kreilkamp <sup>1</sup>	MTO**	08 (2003)	\$505	2011	\$592.29	
Sage Reeves <sup>14</sup>	DRLC	08 (2001)	\$475	2009	\$593.79	
Rebecca Thornton <sup>6</sup>	Law Offices of Carol Sobel	08 (2001)	\$425	2009	\$531.28	
Richard D. Lambert <sup>31</sup>	Stonebarger Law	07 (2007)	\$500	2014	\$532.92	
Mary-Lee Smith <sup>13</sup>	DRA*	07 (2005)	\$555	2012	\$630.50	
Kevin Knestrick <sup>4</sup>	DRA*	07 (2003)	\$535	2010	\$647.80	
Peter Bibring <sup>2</sup>	ACLU	07 (2002)	\$375	2009	\$468.78	RS SL
Caitlin Weisberg <sup>34</sup>	Kaye, McLane, Bednarski & Litt	06 (2008)	\$500	2014	\$532.92	
Anna Canning <sup>3</sup>	Schoenbrun, de Simon	06 (2006)	\$450	2012	\$511.22	
Kasey Corbit <sup>4</sup>	DRA*	06 (2004)	\$500	2010	\$605.42	
Genevieve Guertin <sup>27</sup>	Haddad & Sherwin	05 (2009)	\$400	2014	\$426.34	
Debra Patkin <sup>13</sup>	DRLC***	05 (2007)	\$450	2012	\$511.22	



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Stephanie Biedermann <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Karla Gilbride <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Christine Chuang <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Laura D. Smolowe <sup>1</sup>	MTO**	05 (2006)	\$460	2011	\$539.51	
Mary–Lee Kimber <sup>4</sup>	DRA*	05 (2005)	\$475	2010	\$575.15	
Sheryl Wu Leung <sup>4</sup>	Skadden Arps	05 (2005)	\$395	2010	\$478.28	
Matthew Strugar <sup>14</sup>	DRLC	05 (2004)	\$400	2009	\$500.03	
Bambo Obarro <sup>29</sup>	Weill Gotschall	04 (2010)	\$400	2014	\$426.34	
Gina Altomare <sup>27</sup>	Haddad & Sherwin	04 (2010)	\$350	2014	\$373.05	
Heather McGunigle <sup>22</sup>	DRLC	04 (2009)	\$375	2009	\$468.78	
Bethany Woodard <sup>14</sup>	MTO**	04 (2005)	\$395	2009	\$493.78	
Sarala V. Nagala <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Marina A. Torres <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Stephanie Biedermann <sup>4</sup>	DRA*	03 (2007)	\$350	2010	\$423.80	
Kristina Wilson <sup>14</sup>	MTO**	03 (2006)	\$350	2009	\$437.53	
Thomas Kennedy Helm <sup>27</sup>	Haddad & Sherwin	02 (2012)	\$325	2014	\$346.40	
Kara Janssen <sup>13</sup>	DRA*	02 (2010)	\$330	2012	\$374.89	
Nathaniel Fisher <sup>4</sup>	Skadden Arps	02 (2008)	\$530	2010	\$641.75	
Unnamed <sup>10</sup>	Bingham, McCutcheon	02 (2008)	\$400	2010	\$516.23	
Becca von Behren <sup>4</sup>	DRA*	02 (2008)	\$265	2010	\$320.87	
Mahogany Jenkins <sup>20</sup>	MoFo	02 (2004)	\$285	2006	\$392.03	
Unnamed <sup>10</sup>	Prison Law Office	01 (2009)	\$275	2010	\$354.91	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Stacey Brown <sup>7</sup>	Litt, Estuar & Kitson	01 (2006)	\$275	2007	\$366.41	SL
Technology manager <sup>4</sup>	Skadden Arps		\$320	2010	\$387.47	
Legal assistant <sup>4</sup>	Skadden Arps		\$285	2010	\$345.09	
Senior paralegals <sup>4</sup>	DRA*		\$265	2010	\$320.87	
Julia White <sup>34</sup> [Sr. Paralegal]	Kaye, McLane, Bednarski & Litt		\$295	2014	\$314.43	
Sr. paralegal <sup>10</sup>	Rosen Bien & Galvan		\$240	2010	\$309.74	
Sr. Paralegal <sup>15</sup>	Litt, Estuar & Kitson		\$235	2008	\$303.29	
Senior Paralegals <sup>7</sup>	Litt, Estuar & Kitson		\$225	2007	\$299.79	
Summer associates <sup>4</sup>	DRA*		\$245	2010	\$296.66	
ALS <sup>1</sup>	MTO**		\$250	2011	\$293.21	
Sr. paralegal <sup>8</sup>	Litt, Estuar & Kitson		\$250	2012	\$284.01	
Paralegal	DRA*		\$240	2012	\$284.01	
Law Clerks <sup>14</sup>	MTO**		\$220	2009	\$275.02	
Summer Associates <sup>13</sup>	DRA*		\$250	2012	\$272.65	
Paralegals <sup>4</sup>	DRA*		\$225	2010	\$272.44	
Litigation Assist <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Law Clerk <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Law student interns <sup>8</sup>	Litt, Estuar & Kitson		\$225	2012	\$255.61	
Heath White <sup>34</sup> [High Tech Paralegal]	Kaye, McLane, Bednarski & Litt		\$235	2014	\$250.47	
Paralegal <sup>1</sup>	MTO**		\$210	2011	\$246.30	
Paralegal <sup>20</sup>	MoFo		\$175	2006	\$240.72	
Paralegal <sup>1</sup>	ACLU		\$200	2011	\$234.57	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Law student interns <sup>3</sup>	Schoenbrun, de Simon		\$200	2012	\$227.21	
Paralegals (not senior) <sup>27</sup>	Haddad & Sherwin		\$200	2014	\$213.17	
Law clerks <sup>4</sup>	DRA*		\$175	2010	\$211.90	
Case clerks <sup>4</sup>	DRA*		\$165	2010	\$199.79	

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Jonathan E. Gertler <sup>52</sup>	Chavez & Gertler	31 (1983)	\$725	2013	\$797.78	SL
Todd Schneider <sup>54</sup>	Schneider Wallace	29 (1982)	\$675	2011	\$791.67	SL
Patrick N. Keegan <sup>53</sup>	Keegan & Baker LLP	20 (1993)	\$695	2013	\$764.77	
Shawn Khorrami <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	19 (1995)	\$650	2014	\$692.80	
Guy Wallace <sup>51</sup>	Schneider Wallace	17 (1993)	\$650	2010	\$787.05	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Jonathan Selbin <sup>57</sup>	Lieff Cabraser	16 [1993]	\$600	2009	\$756.78	
Eric Gibbs <sup>55</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$817.32	SL
Eric Gibbs <sup>56</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$750.04	SL
Josh Konecky <sup>51</sup>	Schneider Wallace	14 (1996)	\$625	2010	\$756.78	
Dan L. Gildor <sup>52</sup>	Chavez & Gertler	12 (2002)	\$550	2013		
Launa Adolph <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	11 (2003)	\$495	2014	\$527.60	
Dylan Hughes <sup>55</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$659.91	SL
Dylan Hughes <sup>56</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$787.05	SL
Geoffrey Munroe <sup>55</sup>	Girard Gibbs	07 (2003)	\$445	2010	\$817.32	RS SL

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>84</sup>	Lieff Cabraser	42 (1970)	\$900	2012	\$1,022.43	N/A
Thomas J. Nolan <sup>82</sup>	Skadden Arps	40 (1971)	\$1095	2011	\$1,284.26	SL
Unnamed <sup>11</sup>	Arnold & Porter	39 (1974)	\$910	2013	\$1,001.35	N/A

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Munger, Tolles	39 (1970)	\$625	2009	\$812.55	
Unnamed <sup>84</sup>	Lieff Cabraser	38 (1974)	\$900	2012	\$1,022.43	N/A
Gordon Kirscher <sup>90</sup>	O’Melveny & Myers	38 (1971)	\$860	2009	\$843.80	
Unnamed <sup>91</sup>	Paul Hastings	36 (1974)	\$940	2010	\$799.16	
Unnamed <sup>84</sup>	Lieff Cabraser	34 (1978)	\$800	2012	\$908.83	N/A
Unnamed <sup>92</sup>	O’Melveny & Myers	34 (1975)	\$860	2009	\$543.78	
Unnamed <sup>85</sup>	Paul Hastings	33 (1978)	\$940	2011	\$1,102.47	N/A
Daniel Kolkey <sup>86</sup>	Gibson Dunn	32 (1977)	\$840	2009	\$1,050.06	
Unnamed <sup>92</sup>	Pachulski, Stang	32 (1977)	\$650	2009	\$500.03	
Unnamed <sup>92</sup>	Hennigan, Bennett	31 (1978)	\$680	2009	\$793.80	
Unnamed <sup>92</sup>	Hennigan, Bennett	30 (1979)	\$760	2009	\$712.54	
Unnamed <sup>84</sup>	Lieff Cabraser	29 (1983)	\$775	2012	\$880.43	N/A
Arturo Gonzalez <sup>83</sup>	MoFo	28 (1985)	\$950	2013	\$1,045.36	SL
Unnamed <sup>92</sup>	Pachulski, Stang	27 (1982)	\$750	2009	\$1,075.06	
Wayne Barsky <sup>86</sup>	Gibson Dunn	26 (1983)	\$905	2009	\$1,131.32	
Unnamed <sup>92</sup>	Munger, Tolles	25 (1984)	\$550	2009	\$668.79	
Brian J. Hennigan <sup>89</sup>	Irell & Manella	25 (1983)	\$775	2008	\$1,000.20	SL
Unnamed <sup>92</sup>	Gibson Dunn	25 (1974)	\$790	2009	\$1,200.07	
Marc Becker <sup>81</sup>	Quinn Emanuel	24 (1988)	\$1035	2012	\$1,175.80	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	24 (1988)	\$775	2012	\$880.43	N/A
Unnamed <sup>92</sup>	White & Case	24 (1985)	\$750	2009	\$625.04	
Unnamed <sup>92</sup>	Morrison & Foerster	24 (1985)	\$750	2009	\$812.55	
Unnamed <sup>92</sup>	Pachulski, Stang	24 (1985)	\$675	2009	\$493.78	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>85</sup>	Paul Hastings	23 (1998)	\$850	2011	\$996.92	N/A
Christopher Cox <sup>95</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$770.27	
Unnamed <sup>92</sup>	Davis, Polk	23 (1986)	\$960	2009	\$795.22	
Unnamed <sup>92</sup>	Weil, Gotschahl	23 (1986)	\$799	2009	\$906.30	
Alejandro Mayorkas <sup>90</sup>	O’Melveny &Myers	23 (1986)	\$770	2009	\$775.05	
Unnamed <sup>92</sup>	Pachulski, Stang	22 (1987)	\$725	2009	\$812.55	
Unnamed <sup>92</sup>	Munger, Tolles	22 (1987)	\$725	2009	\$937.56	
Unnamed <sup>84</sup>	Lieff Cabraser	21 (1991)	\$700	2012	\$795.22	N/A
Marcellus McRae <sup>86</sup>	Gibson Dunn	21 (1988)	\$785	2009	\$981.31	
Unnamed <sup>92</sup>	Munger, Tolles	21 (1988)	\$600	2009	\$781.30	
Mark D. Kemple <sup>88</sup>	Greenberg Traurig	20 (1989)	\$675	2009	\$871.14	SL
Unnamed <sup>92</sup>	Pachulski, Stang	20 (1989)	\$645	2009	\$937.56	
Unnamed <sup>11</sup>	Quinn Emanuel	20	\$700	2013	\$770.27	N/A
Unnamed <sup>92</sup>	Davis, Polk	19 (1990)	\$955	2009	\$784.62	
Unnamed <sup>92</sup>	Klee, Tuchin	19 (1990)	\$850	2009	\$850.05	
Glenn Peterson <sup>96</sup>	Millstone Peterson & Watts	18 (1996)	\$600	2014	\$834.99	
Jason D. Russell <sup>82</sup>	Skadden Arps	18 (1993)	\$1030	2011	\$1,208.03	SL
Unnamed <sup>92</sup>	Gibson Dunn	18 (1991)	\$610	2009	\$1,193.82	
Unnamed <sup>92</sup>	Klee, Tuchin	18 (1991)	\$590	2009	\$950.06	
Michal H. Strub <sup>89</sup>	Irell & Manella	18 (1990)	\$670	2008	\$864.69	
Paralegal <sup>90</sup>	O’Melveny &Myers	17 (2004)	\$310	2009	\$306.27	
Unnamed <sup>84</sup>	Lieff Cabraser	17 (1995)	\$650	2012	\$738.42	N/A

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>85</sup>	Paul Hastings	17 (1994)	\$725	2011	\$850.31	N/A
Unnamed <sup>92</sup>	Morrison & Foerster	17 (1992)	\$650	2009	\$1,062.56	
Unnamed <sup>91</sup>	Paul Hastings	16 (1994)	\$725	2010	\$399.58	
Diane Hutnyan <sup>81</sup>	Quinn Emanuel	15 (1997)	\$790	2012	\$897.47	
Unnamed <sup>85</sup>	Paul Hastings	15 (1996)	\$725	2011	\$850.31	N/A
Unnamed <sup>92</sup>	Gibson Dunn	15 (1994)	\$525	2009	\$850.05	
Danielle Gilmore <sup>87</sup>	Quinn Emanuel	15 (1993)	\$685	2008	\$884.05	SL
Daniel Perry <sup>93</sup>	Milbank, Tweed	14 (2000)	\$1135	2014	\$937.23	SL RS
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$825	2014	\$639.51	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$700	2012	\$578.76	
Unnamed <sup>84</sup>	Lieff Cabraser	14 (1998)	\$585	2012	\$664.58	N/A
Thomas M. Riordan <sup>90</sup>	O'Melveny & Myers	14 (1995)	\$675	2009	\$706.29	
Unnamed <sup>92</sup>	Pachulski, Stang	14 (1995)	\$535	2009	\$843.80	
Victoria Maroulis <sup>81</sup>	Quinn Emanuel	13 (1999)	\$815	2012	\$925.87	SL
Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$590.74	
Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$834.99	
Melissa Dalziel <sup>81</sup>	Quinn Emanuel	12 (2000)	\$730	2012	\$829.31	
Unnamed <sup>85</sup>	Paul Hastings	12 (1999)	\$670	2011	\$785.80	N/A
Unnamed <sup>92</sup>	Klee, Tuchin	12 (1997)	\$650	2009	\$631.29	
Unnamed <sup>92</sup>	Gibson Dunn	12 (1997)	\$635	2009	\$987.56	
Unnamed <sup>92</sup>	Munger, Tolles	12 (1997)	\$525	2009	\$687.54	
Paralegal <sup>90</sup>	O'Melveny & Myers	12 (1997)	\$245	2009	\$877.86	
Unnamed <sup>84</sup>	Lieff Cabraser	11 (2001)	\$525	2012	\$596.42	N/A



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>91</sup>	Paul Hastings	11 (1999)	\$670	2010	\$750.04	
Erik Swanholt <sup>88</sup>	Greenberg Traurig	11 (1998)	\$575	2009	\$742.08	SL
Hillary A. Hamilton <sup>82</sup>	Skadden Arps	10 (2001)	\$710	2011	\$832.72	
Unnamed <sup>91</sup>	Paul Hastings	10 (2000)	\$660	2010	\$750.04	
Jorge DeNeve <sup>90</sup>	O’Melveny &Myers	10 (1998)	\$620	2009	\$562.53	
Unnamed <sup>11</sup>	Arnold & Porter	09 (2004)	\$625	2013	\$687.74	N/A
Unnamed <sup>85</sup>	Paul Hastings	09 (2002)	\$630	2011	\$738.89	N/A
Unnamed <sup>92</sup>	Morrison & Foerster	09 (2000)	\$535	2009	\$737.54	
Unnamed <sup>92</sup>	Hennigan, Bennett	09 (2000)	\$505	2009	\$587.54	
Hannah Cannom <sup>93</sup>	Milbank, Tweed	08 (2006)	\$800	2014	\$795.22	SL RS
Unnamed <sup>85</sup>	Paul Hastings	08 (2003)	\$620	2011	\$727.16	N/A
Unnamed <sup>92</sup>	White & Case	08 (2001)	\$655	2009	\$581.28	
Allan Johnson <sup>90</sup>	O’Melveny &Myers	08 (2001)	\$565	2009	\$387.52	
Suzanna Brickman <sup>83</sup>	MoFo	07 (2006)	\$650	2013	\$715.25	
Unnamed <sup>85</sup>	Paul Hastings	07 (2004)	\$590	2011	\$691.98	N/A
Revi-Ruth Enriquez <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$386.25	
Caitlin Hawks <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$527.60	
Alex Doherty <sup>94</sup>	Sidley Austin	06 (2008)	\$700	2014	\$687.74	
Unnamed <sup>84</sup>	Lieff Cabraser	06 (2006)	\$435	2012	\$494.18	N/A
Unnamed <sup>85</sup>	Paul Hastings	06 (2005)	\$565	2011	\$662.66	N/A
Unnamed <sup>92</sup>	White & Case	06 (2003)	\$600	2009	\$443.78	
Unnamed <sup>92</sup>	Weil, Gotschall	06 (2003)	\$580	2009	\$806.30	
Unnamed <sup>92</sup>	Gibson Dunn	06 (2003)	\$570	2009	\$762.55	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Katherine Eklund <sup>93</sup>	Milbank, Tweed	05 (2009)	\$550	2014	\$826.03	
Unnamed <sup>85</sup>	Paul Hastings	05 (2006)	\$530	2011	\$621.61	N/A
Danielle Katzir <sup>86</sup>	Gibson Dunn	05 (2004)	\$525	2009	\$656.29	
Paralegal <sup>90</sup>	O’Melveny & Myers	05 (2004)	\$225	2009	\$1,138.19	
Katherine J. Galston <sup>89</sup>	Irell & Manella	05 (2003)	\$490	2008	\$1,075.06	
Dena G. Kaplan <sup>89</sup>	Irell & Manella	05 (2003)	\$475	2008	\$613.02	
Bambo Obaro <sup>95</sup>	Weil Gotshal	04 (2010)	\$400	2014	\$897.47	
Unnamed <sup>84</sup>	Lieff Cabraser	04 (2008)	\$395	2012	\$448.73	N/A
Unnamed <sup>85</sup>	Paul Hastings	04 (2007)	\$500	2011	\$586.42	N/A
Unnamed <sup>92</sup>	Davis, Polk	04 (2005)	\$680	2009	\$929.16	
Unnamed <sup>92</sup>	Weil, Gotscahl	04 (2005)	\$500	2009	\$668.79	
Multiple associates <sup>86</sup>	Gibson Dunn	04 (2005)	\$495	2009	\$618.79	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$450	2009	\$656.29	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$435	2009	\$750.04	
Litigation Support Specialist <sup>90</sup>	O’Melveny & Myers	04 (2005)	\$260	2009	\$811.27	
Unnamed <sup>92</sup>	White & Case	04 (2004)	\$600	2009	\$937.56	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2004)	\$395	2009	\$906.30	
Kimberly A. Svendsen <sup>89</sup>	Irell & Manella	04 (2004)	\$410	2008	\$529.14	
Alex Doherty <sup>94</sup>	Sidley Austin	04 (1998)	\$520	2012	\$1,001.35	
Unnamed <sup>85</sup>	Paul Hastings	03 (2008)	\$450	2011	\$527.78	N/A
Melissa Barshop <sup>86</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$587.54	
Unnamed <sup>92</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$656.29	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Weil, Gotschahl	03 (2006)	\$465	2009	\$998.81	
Abby Schwartz <sup>90</sup>	O’Melveny & Myers	03 (2006)	\$450	2009	\$281.27	
Unnamed <sup>92</sup>	Munger, Tolles	03 (2006)	\$400	2009	\$493.78	
Unnamed <sup>92</sup>	O’Melveny & Myers	03 (2006)	\$395	2009	\$562.53	
Hirad Dadgostar <sup>88</sup>	Greenberg Traurig	03 (2006)	\$400	2008	\$516.23	
Multiple associates <sup>86</sup>	Gibson Dunn	02 (2007)	\$400	2009	\$500.03	
Sara Brenner <sup>87</sup>	Quinn Emanuel	02 (2006)	\$340	2008	\$438.80	
Lauren McCray <sup>94</sup>	Sidley Austin	02 (1998)	\$495	2014	\$492.97	
Unnamed <sup>84</sup>	Lieff Cabraser	01 (2011)	\$325	2012	\$369.21	N/A
Jessica Mohr <sup>95</sup>	Weil Gotshal	01 (2013)	\$300	2014	\$925.87	
Unnamed <sup>85</sup>	Paul Hastings	01 (2010)	\$360	2011	\$422.22	N/A
Unnamed <sup>92</sup>	Weil, Gotschahl	01 (2008)	\$355	2009	\$725.04	
Multiple associates <sup>86</sup>	Gibson Dunn	01 (2008)	\$345	2009	\$431.28	
Lauren McCray <sup>94</sup>	Sidley Austin	01 (1998)	\$340	2012	\$903.41	
Unnamed <sup>11</sup>	Quinn Emanuel		\$821	2013	\$903.41	N/A
Unnamed <sup>11</sup>	Quinn Emanuel		\$448	2013	\$492.97	N/A
Legal Assistant <sup>82</sup>	Skadden Arps		\$295	2011	\$345.99	
Sr. Paralegal <sup>91</sup>	Paul Hastings		\$330	2010	\$818.80	
Paralegal <sup>86</sup>	Gibson Dunn		\$315	2009	\$393.77	
Paralegal <sup>86</sup>	Gibson Dunn		\$300	2009	\$375.02	
Paralegal <sup>86</sup>	Gibson Dunn		\$295	2009	\$368.77	
Paralegal <sup>87</sup>	Quinn Emanuel		\$235	2008	\$303.29	
Paralegal <sup>89</sup>	Irell & Manella		\$220	2008	\$962.56	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS  
ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**III. RATES FROM SECTION I ORGANIZED FROM HIGH TO LOW**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Ian Herzog <sup>24</sup>	Law Office of Ian Herzog	44 (1967)	\$1,000	2011	\$1,172.84	SL
Jose R. Allen <sup>35</sup>	Skadden, Arps	31 (1985)	\$1150	2016	\$1,150	
Jose R. Allen <sup>4</sup>	Skadden Arps	34 (1976)	\$930	2010	\$1,126.08	SL
Barrett S. Litt <sup>34</sup>	Kaye, McLane, Bednarski & Litt	45 (1969)	\$975	2014	\$1,039.20	
Unnamed <sup>10</sup>	Rosen Bien & Galvan	48 (1962)	\$800	2010	\$1,032.46	
Sid Wolinsky <sup>4</sup>	DRA*	49 (1961)	\$835	2010	\$1,011.05	
Barrett S. Litt <sup>6</sup>	Litt, Estuar & Kitson	40 (1969)	\$800	2009	\$1,000.06	SL
Paul R. Fine <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	39 (1972)	\$850	2011	\$996.92	SL
Sid Wolinsky <sup>13</sup>	DRA*	51 (1961)	\$860	2012	\$976.99	
Barrett S. Litt <sup>15</sup>	Litt, Estuar & Kitson	39 (1969)	\$750	2008	\$967.93	SL
Barrett S. Litt <sup>7</sup>	Litt, Estuar & Kitson	38 (1969)	\$725	2007	\$965.98	SL
Barrett S. Litt <sup>8</sup>	Litt, Estuar & Kitson	43 (1969)	\$850	2012	\$965.63	SL
Stephen Glick <sup>24</sup>	Law Offices of Stephen Glick	37 (1974)	\$800	2011	\$938.27	SL
Paul L. Hoffman <sup>6</sup>	Schonbrun, de Simone	33 (1976)	\$750	2009	\$937.56	SL
Dan Stormer <sup>8</sup>	HSKRR****	38 (1974)	\$825	2012	\$937.23	SL
Bill Lann Lee <sup>18</sup>	Lewis, Feinberg, Lee, Renaker, & Jackson	38 (1974)	\$825	2012	\$937.23	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Mark Rosenbaum <sup>2</sup>	ACLU	35 (1974)	\$740	2009	\$925.06	SL
Larry Paradis <sup>13</sup>	DRA*	27 (1985)	\$800	2012	\$908.83	
Chritopher Cox <sup>29</sup>	Weill Gotschall	23 (1991)	\$850	2014	\$905.97	
Sanford J. Rosen <sup>12</sup>	Rosen Bien & Galvan	46 (1962)	\$700	2008	\$903.40	
Unnamed <sup>10</sup>	Prison Law Office	32 (1978)	\$700	2010	\$903.40	
Unnamed <sup>10</sup>	Bingham, McCutcheon	32 (1978)	\$700	2010	\$903.40	
Daniel B. Kohrman <sup>4</sup>	AFL*****	26 (1984)	\$740	2010	\$896.02	
Carol Sobel <sup>2</sup>	Law Ofc Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Carol A. Sobel <sup>6</sup>	Law Offices of Carol Sobel	31 (1978)	\$710	2009	\$887.55	SL
Laurence Paradis <sup>4</sup>	DRA*	26 (1985)	\$730	2010	\$883.92	SL
Robert Rubin <sup>20</sup>	LCCR	28 (1978)	\$625	2006	\$859.73	
Dale Galipo <sup>32</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$852.68	
Matthew Righetti <sup>19</sup>	Righetti Glugoski	27 (1985)	\$750	2012	\$852.03	SL
Carol Sobel <sup>21</sup>	Law Office of Carol Sobel	32 (1978)	\$725	2010	\$850.31	SL
Unnamed <sup>10</sup>	Bingham, McCutcheon	13 (1997)	\$655	2010	\$845.33	
David M. McLane <sup>34</sup>	Kaye, McLane, Bednarski & Litt	28 (1988)	\$775	2014	\$826.03	
Ronald O. Kaye <sup>34</sup>	Kaye, McLane, Bednarski & Litt	26 (1988)	\$775	2014	\$826.03	
Ronald K. Tellis <sup>30</sup>	Baron & Budd	18 (1996)	\$775	2014	\$826.03	
Michael Bien <sup>9</sup>	Rosen Bien Galvan & Grunfeld	28 (2008)	\$640	2008	\$825.97	SL

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Dale Galipo <sup>33</sup>	Law Ofc Dale Galipo	30 (1984)	\$800	2014	\$825.92	
Angela Padilla <sup>20</sup>	MoFo	15 (1991)	\$600	2006	\$825.34	SL
Ron Elsberry <sup>13</sup>	DRA*	25 (1987)	\$725	2012	\$823.63	
Richard Pearl <sup>27</sup>		44 (1970)	\$750	2014	\$799.39	
Julie Nepveu <sup>4</sup>	AFL*****	19 (1991)	\$660	2010	\$799.16	
Amitai Schwartz <sup>11</sup>	Law Offices of Amitai Schwartz	40 (1973)	\$725	2013	\$797.78	SL
John Houston Scott <sup>11</sup>	Scott Law Firm	37 (1976)	\$725	2013	\$797.78	
Thomas P. Greerty <sup>11</sup>	Law Offices of Thomas P. Greerty	34 (1979)	\$725	2013	\$797.78	
Jim DeSimone <sup>28</sup>	Schonbrun, de Simone	28 (1985)	\$725	2013	\$797.78	
Dale Galipo <sup>16</sup>	Law Ofc of Dale Galipo	28 (1984)	\$700	2012	\$795.22	SL
Michelle Uzeta <sup>13</sup>	DRLC***	20 (1992)	\$700	2012	\$795.22	
Matthew McNicholas <sup>17</sup>	McNicholas & McNicholas	15 (1997)	\$700	2012	\$795.22	SL
Brian Dunn <sup>36</sup>	Cochran Firm	21 (1995)	\$795	2016	\$795	
David Borgen <sup>35</sup>	Goldstein Borgen Dardarian	35 (1981)	\$795	2016	\$795	
James de Simone <sup>3</sup>	Schoenbrun, de Simon	27 (1985)	\$695	2012	\$789.54	SL
Melissa Kasnitz <sup>4</sup>	DRA*	18 (1992)	\$650	2010	\$787.05	
Linda Dardarian <sup>35</sup>	Goldstein Borgen Dardarian	29 (1987)	\$775	2016	\$775	



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Earnest Bell <sup>15</sup>	Law Offices of Earnest Bell	20 (1988)	\$600	2008	\$774.35	
Michael Haddad <sup>27</sup>	Haddad & Sherwin	23 (1991)	\$725	2014	\$772.74	
Ben Schonbrun <sup>5</sup>	Schonbrun, de Simone	25 (1985)	\$650	2010	\$762.35	SL
Scott A. Brooks <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	19 (1992)	\$650	2011	\$762.35	
Shawna Parks <sup>13</sup>	DRA*	13 (1999)	\$665	2012	\$755.46	RS SL
Guy Wallace <sup>35</sup>	Schneider Wallace	23 (1993)	\$750	2016	\$750	
Timothy G. Blood <sup>30</sup>	Blood Hurst and O'Reardon	24 (1990)	\$695	2014	\$740.77	
Julia Sherwin <sup>27</sup>	Haddad & Sherwin	19 (1995)	\$695	2014	\$740.77	
John Glugoski <sup>19</sup>	Righetti Glugoski	12 (1997)	\$650	2012	\$738.42	
Michael Seplow <sup>28</sup>	Schonbrun, de Simone	23 (1990)	\$660	2013	\$726.25	
Unnamed <sup>10</sup>	Rosen Bien & Galvan	13 (1997)	\$560	2010	\$722.72	
Dale Galipo <sup>26</sup>	Law Ofc Dale Galipo	23 (1989)	\$675	2013	\$719.45	
Michael Seplow <sup>3</sup>	Schoenbrun, de Simon	22 (1990)	\$630	2012	\$715.70	SL
Bryan M. Miller <sup>8</sup>	Litt, Estuar & Kitson	18 (1994)	\$625	2012	\$710.02	
Robert M. Kitson <sup>8</sup>	Litt, Estuar & Kitson	17 (1995)	\$625	2012	\$710.02	SL
Susan Abitanta <sup>24</sup>	Law Office of Ian Herzog	28 (1983)	\$600	2011	\$703.71	SL
Hector O. Villagra <sup>1</sup>	ACLU	17 (1994)	\$600	2011	\$703.71	
Shawna Parks <sup>35</sup>	Law Ofc Shawna Parks	16 (200)	\$695	2016	\$695	
Todd Burns <sup>23</sup>	Law Office of Todd Burns	18 (1996)	\$650	2014	\$692.80	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Rebecca Grey <sup>25</sup>		16 (1998)	\$650	2014	\$692.80	
Gene J. Stonebarger <sup>31</sup>	Stonebarger Law, APC	14 (2000)	\$650	2014	\$692.80	
Michael Seplow <sup>5</sup>	Schonbrun, de Simone	20 (1990)	\$590	2010	\$691.98	SL
Jennifer Bezoza <sup>4</sup>	DRA*	10 (2000)	\$570	2010	\$690.18	
Robert Dell Angelo <sup>14</sup>	MTO**	17 (1992)	\$550	2009	\$687.54	SL
Douglas D. Winter <sup>17</sup>	McNicholas & McNicholas	22 (1990)	\$600	2012	\$681.62	
Katherine Weed <sup>13</sup>	DRA*	10 (2002)	\$600	2012	\$681.62	
Roger Heller <sup>4</sup>	DRA*	09 (2001)	\$560	2010	\$678.07	SL
Peter Eliasberg <sup>2</sup>	ACLU	15 (1994)	\$525	2009	\$656.29	SL
Shawna Parks <sup>14</sup>	DRLC	10 (1999)	\$525	2009	\$656.29	RS SL
Kevin Knestrick <sup>4</sup>	DRA*	07 (2003)	\$535	2010	\$647.80	
Paul Estuar <sup>7</sup>	Litt, Estuar & Kitson	14 (1993)	\$485	2007	\$646.21	SL
Joseph J. Ybarra <sup>1</sup>	MTO**	10 (2001)	\$550	2011	\$645.06	
Nathaniel Fisher <sup>4</sup>	Skadden Arps	02 (2008)	\$530	2010	\$641.75	
Kevin LaHue <sup>34</sup>	Kaye, McLane, Bednarski & Litt	10 (2004)	\$600	2014	\$639.51	
Douglas Ingraham <sup>28</sup>	Schonbrun, de Simone	15 (1998)	\$575	2013	\$632.72	
Mary-Lee Smith <sup>13</sup>	DRA*	07 (2005)	\$555	2012	\$630.50	
Jennifer Lee <sup>13</sup>	DRLC***	09 (2003)	\$550	2012	\$624.82	
John Raphling <sup>5</sup>	Schonbrun, de Simone	17 (1993)	\$525	2010	\$615.74	
Belinda Escobosa Helzer <sup>1</sup>	ACLU	11 (2000)	\$525	2011	\$615.74	
Kasey Corbit <sup>4</sup>	DRA*	06 (2004)	\$500	2010	\$605.42	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Matthew Strugar <sup>13</sup>	DRLC***	08 (2004)	\$525	2012	\$596.42	
Sage Reeves <sup>14</sup>	DRLC	08 (2001)	\$475	2009	\$593.79	
Jacob A. Kreilkamp <sup>1</sup>	MTO**	08 (2003)	\$505	2011	\$592.29	
Mary-Lee Kimber <sup>4</sup>	DRA*	05 (2005)	\$475	2010	\$575.15	
Peter Bibring <sup>1</sup>	ACLU	09 (2002)	\$490	2011	\$574.69	RS SL
Humberto Guizar <sup>16</sup>		26 (1986)	\$500	2012	\$568.02	
Catherine Schmidt <sup>17</sup>	McNicholas & McNicholas	11 (2001)	\$500	2012	\$568.02	
Laura D. Smolowe <sup>1</sup>	MTO**	05 (2006)	\$460	2011	\$539.51	
Richard D. Lambert <sup>31</sup>	Stonebarger Law	07 (2007)	\$500	2014	\$532.92	
Caitlin Weisberg <sup>34</sup>	Kaye, McLane, Bednarski & Litt	06 (2008)	\$500	2014	\$532.92	
Rebecca Thornton <sup>6</sup>	Law Offices of Carol Sobel	08 (2001)	\$425	2009	\$531.28	
Rebecca Thornton <sup>21</sup>	Law Office of Carol Sobel	09 (2001)	\$450	2010	\$527.78	
Unnamed <sup>10</sup>	Bingham, McCutcheon	02 (2008)	\$400	2010	\$516.23	
Anna Canning <sup>3</sup>	Schoenbrun, de Simon	06 (2006)	\$450	2012	\$511.22	
Debra Patkin <sup>13</sup>	DRLC***	05 (2007)	\$450	2012	\$511.22	
Matthew Strugar <sup>14</sup>	DRLC	05 (2004)	\$400	2009	\$500.03	
Moira Duvernay <sup>11</sup>	Law Offices of Amitai Schwartz	09 (2004)	\$450	2013	\$495.17	RS SL
Bethany Woodard <sup>14</sup>	MTO**	04 (2005)	\$395	2009	\$493.78	
Karla Gilbride <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Stephanie Biedermann <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Christine Chuang <sup>13</sup>	DRA*	05 (2007)	\$430	2012	\$488.50	
Sheryl Wu Leung <sup>4</sup>	Skadden Arps	05 (2005)	\$395	2010	\$478.28	
Craig Momita <sup>24</sup>	Daniels, Fine, Israel, Schonbuch & Lebovits	18 (1993)	\$400	2011	\$469.14	
Peter Bibring <sup>2</sup>	ACLU	07 (2002)	\$375	2009	\$468.78	RS SL
Heather McGunigle <sup>22</sup>	DRLC	04 (2009)	\$375	2009	\$468.78	
Marina A. Torres <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Sarala V. Nagala <sup>1</sup>	MTO**	03 (2008)	\$385	2011	\$451.54	
Kristina Wilson <sup>14</sup>	MTO**	03 (2006)	\$350	2009	\$437.53	
Genevieve Guertin <sup>27</sup>	Haddad & Sherwin	05 (2009)	\$400	2014	\$426.34	
Bambo Obarro <sup>29</sup>	Weill Gotschall	04 (2010)	\$400	2014	\$426.34	
Stephanie Biedermann <sup>4</sup>	DRA*	03 (2007)	\$350	2010	\$423.80	
Mahogany Jenkins <sup>20</sup>	MoFo	02 (2004)	\$285	2006	\$392.03	
Technology manager <sup>4</sup>	Skadden Arps		\$320	2010	\$387.47	
Kara Janssen <sup>13</sup>	DRA*	02 (2010)	\$330	2012	\$374.89	
Gina Altomare <sup>27</sup>	Haddad & Sherwin	04 (2010)	\$350	2014	\$373.05	
Stacey Brown <sup>7</sup>	Litt, Estuar & Kitson	01 (2006)	\$275	2007	\$366.41	SL
Unnamed <sup>10</sup>	Prison Law Office	01 (2009)	\$275	2010	\$354.91	
Thomas Kennedy Helm <sup>27</sup>	Haddad & Sherwin	02 (2012)	\$325	2014	\$346.40	
Legal assistant <sup>4</sup>	Skadden Arps		\$285	2010	\$345.09	
Becca von Behren <sup>4</sup>	DRA*	02 (2008)	\$265	2010	\$320.87	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Senior paralegals <sup>4</sup>	DRA*		\$265	2010	\$320.87	
Julia White <sup>34</sup> [Sr. Paralegal]	Kaye, McLane, Bednarski & Litt		\$295	2014	\$314.43	
Sr. paralegal <sup>10</sup>	Rosen Bien & Galvan		\$240	2010	\$309.74	
Sr. Paralegal <sup>15</sup>	Litt, Estuar & Kitson		\$235	2008	\$303.29	
Senior Paralegals <sup>7</sup>	Litt, Estuar & Kitson	N/A	\$225	2007	\$299.79	
Summer associates <sup>4</sup>	DRA*		\$245	2010	\$296.66	
ALS <sup>1</sup>	MTO**		\$250	2011	\$293.21	
Sr. paralegal <sup>8</sup>	Litt, Estuar & Kitson	N/A	\$250	2012	\$284.01	
Paralegal	DRA*		\$240	2012	\$284.01	
Law Clerks <sup>14</sup>	MTO**	N/A	\$220	2009	\$275.02	
Summer Associates <sup>13</sup>	DRA*		\$250	2012	\$272.65	
Paralegals <sup>4</sup>	DRA*		\$225	2010	\$272.44	
Law Clerk <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Litigation Assist <sup>13</sup>	DRLC***		\$230	2012	\$261.29	
Law student interns <sup>8</sup>	Litt, Estuar & Kitson	N/A	\$225	2012	\$255.61	
Heath White <sup>34</sup> [High Tech Paralegal]	Kaye, McLane, Bednarski & Litt		\$235	2014	\$250.47	
Paralegal <sup>1</sup>	MTO**		\$210	2011	\$246.30	
Paralegal <sup>20</sup>	MoFo		\$175	2006	\$240.72	
Paralegal <sup>1</sup>	ACLU		\$200	2011	\$234.57	
Law student interns <sup>3</sup>	Schoenbrun, de Simon		\$200	2012	\$227.21	
Paralegals (not senior) <sup>27</sup>	Haddad & Sherwin		\$200	2014	\$213.17	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 1: Civil Rights Lodestar Awards/Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Law clerks <sup>4</sup>	DRA*		\$175	2010	\$211.90	
Case clerks <sup>4</sup>	DRA*		\$165	2010	\$199.79	

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Eric Gibbs <sup>55</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$817.32	SL
Geoffrey Munroe <sup>55</sup>	Girard Gibbs	07 (2003)	\$445	2010	\$817.32	RS SL
Jonathan E. Gertler <sup>52</sup>	Chavez & Gertler	31 (1983)	\$725	2013	\$797.78	SL
Todd Schneider <sup>54</sup>	Schneider Wallace	29 (1982)	\$675	2011	\$791.67	SL
Guy Wallace <sup>51</sup>	Schneider Wallace	17 (1993)	\$650	2010	\$787.05	SL
Dylan Hughes <sup>56</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$787.05	SL
Patrick N. Keegan <sup>53</sup>	Keegan & Baker LLP	20 (1993)	\$695	2013	\$764.77	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 2: Consumer/Wage &amp; Hour Class Action Lodestar Crosschecks</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Jonathan Selbin <sup>57</sup>	Lieff Cabraser	16 [1993]	\$600	2009	\$756.78	
Josh Konecky <sup>51</sup>	Schneider Wallace	14 (1996)	\$625	2010	\$756.78	
Eric Gibbs <sup>56</sup>	Girard Gibbs	15 (1995)	\$675	2010	\$750.04	SL
Shawn Khorrami <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	19 (1995)	\$650	2014	\$692.80	
Dylan Hughes <sup>55</sup>	Girard Gibbs	10 (2000)	\$545	2010	\$659.91	SL
Launa Adolph <sup>58</sup>	Khorrami Boucher Sumner Sanguinetti, LLP	11 (2003)	\$495	2014	\$527.60	
Dan L. Gildor <sup>52</sup>	Chavez & Gertler	12 (2002)	\$550	2013		

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Thomas J. Nolan <sup>82</sup>	Skadden Arps	40 (1971)	\$1095	2011	\$1,284.26	SL
Jason D. Russell <sup>82</sup>	Skadden Arps	18 (1993)	\$1030	2011	\$1,208.03	SL
Unnamed <sup>92</sup>	Gibson Dunn	25 (1974)	\$790	2009	\$1,200.07	
Unnamed <sup>92</sup>	Gibson Dunn	18 (1991)	\$610	2009	\$1,193.82	
Marc Becker <sup>81</sup>	Quinn Emanuel	24 (1988)	\$1035	2012	\$1,175.80	N/A



**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Paralegal <sup>90</sup>	O’Melveny &Myers	05 (2004)	\$225	2009	\$1,138.19	
Wayne Barsky <sup>86</sup>	Gibson Dunn	26 (1983)	\$905	2009	\$1,131.32	
Unnamed <sup>85</sup>	Paul Hastings	33 (1978)	\$940	2011	\$1,102.47	N/A
Unnamed <sup>92</sup>	Pachulski, Stang	27 (1982)	\$750	2009	\$1,075.06	
Katherine J. Galston <sup>89</sup>	Irell & Manella	05 (2003)	\$490	2008	\$1,075.06	
Unnamed <sup>92</sup>	Morrison & Foerster	17 (1992)	\$650	2009	\$1,062.56	
Daniel Kolkey <sup>86</sup>	Gibson Dunn	32 (1977)	\$840	2009	\$1,050.06	
Arturo Gonzalez <sup>83</sup>	MoFo	28 (1985)	\$950	2013	\$1,045.36	SL
Unnamed <sup>84</sup>	Lieff Cabraser	42 (1970)	\$900	2012	\$1,022.43	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	38 (1974)	\$900	2012	\$1,022.43	N/A
Unnamed <sup>11</sup>	Arnold & Porter	39 (1974)	\$910	2013	\$1,001.35	N/A
Alex Doherty <sup>94</sup>	Sidley Austin	04 (1998)	\$520	2012	\$1,001.35	
Brian J. Hennigan <sup>89</sup>	Irell & Manella	25 (1983)	\$775	2008	\$1,000.20	SL
Unnamed <sup>92</sup>	Weil, Gotschall	03 (2006)	\$465	2009	\$998.81	
Unnamed <sup>85</sup>	Paul Hastings	23 (1998)	\$850	2011	\$996.92	N/A
Unnamed <sup>92</sup>	Gibson Dunn	12 (1997)	\$635	2009	\$987.56	
Marcellus McRae <sup>86</sup>	Gibson Dunn	21 (1988)	\$785	2009	\$981.31	
Paralegal <sup>89</sup>	Irell & Manella		\$220	2008	\$962.56	
Unnamed <sup>92</sup>	Klee, Tuchin	18 (1991)	\$590	2009	\$950.06	
Unnamed <sup>92</sup>	Munger, Tolles	22 (1987)	\$725	2009	\$937.56	
Unnamed <sup>92</sup>	Pachulski, Stang	20 (1989)	\$645	2009	\$937.56	
Unnamed <sup>92</sup>	White & Case	04 (2004)	\$600	2009	\$937.56	
Daniel Perry <sup>93</sup>	Milbank, Tweed	14 (2000)	\$1135	2014	\$937.23	SL RS

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Davis, Polk	04 (2005)	\$680	2009	\$929.16	
Victoria Maroulis <sup>81</sup>	Quinn Emanuel	13 (1999)	\$815	2012	\$925.87	SL
Jessica Mohr <sup>95</sup>	Weil Gotshal	01 (2013)	\$300	2014	\$925.87	
Unnamed <sup>84</sup>	Lieff Cabraser	34 (1978)	\$800	2012	\$908.83	N/A
Unnamed <sup>92</sup>	Weil, Gotschahl	23 (1986)	\$799	2009	\$906.30	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2004)	\$395	2009	\$906.30	
Lauren McCray <sup>94</sup>	Sidley Austin	01 (1998)	\$340	2012	\$903.41	
Unnamed <sup>11</sup>	Quinn Emanuel		\$821	2013	\$903.41	N/A
Diane Hutnyan <sup>81</sup>	Quinn Emanuel	15 (1997)	\$790	2012	\$897.47	
Bambo Obaro <sup>95</sup>	Weil Gotshal	04 (2010)	\$400	2014	\$897.47	
Danielle Gilmore <sup>87</sup>	Quinn Emanuel	15 (1993)	\$685	2008	\$884.05	SL
Unnamed <sup>84</sup>	Lieff Cabraser	29 (1983)	\$775	2012	\$880.43	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	24 (1988)	\$775	2012	\$880.43	N/A
Paralegal <sup>90</sup>	O’Melveny &Myers	12 (1997)	\$245	2009	\$877.86	
Mark D. Kemple <sup>88</sup>	Greenberg Traurig	20 (1989)	\$675	2009	\$871.14	SL
Michal H. Strub <sup>89</sup>	Irell & Manella	18 (1990)	\$670	2008	\$864.69	
Unnamed <sup>85</sup>	Paul Hastings	17 (1994)	\$725	2011	\$850.31	N/A
Unnamed <sup>85</sup>	Paul Hastings	15 (1996)	\$725	2011	\$850.31	N/A
Unnamed <sup>92</sup>	Klee, Tuchin	19 (1990)	\$850	2009	\$850.05	
Unnamed <sup>92</sup>	Gibson Dunn	15 (1994)	\$525	2009	\$850.05	
Gordon Kirscher <sup>90</sup>	O’Melveny &Myers	38 (1971)	\$860	2009	\$843.80	
Unnamed <sup>92</sup>	Pachulski, Stang	14 (1995)	\$535	2009	\$843.80	
Glenn Peterson <sup>96</sup>	Millstone Peterson &	18 (1996)	\$600	2014	\$834.99	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
	Watts					
Todd Briggs <sup>81</sup>	Quinn Emanuel	12 (2000)	\$735	2012	\$834.99	
Hillary A. Hamilton <sup>82</sup>	Skadden Arps	10 (2001)	\$710	2011	\$832.72	
Melissa Dalziel <sup>81</sup>	Quinn Emanuel	12 (2000)	\$730	2012	\$829.31	
Katherine Eklund <sup>93</sup>	Milbank, Tweed	05 (2009)	\$550	2014	\$826.03	
Sr. Paralegal <sup>91</sup>	Paul Hastings		\$330	2010	\$818.80	
Unnamed <sup>92</sup>	Munger, Tolles	39 (1970)	\$625	2009	\$812.55	
Unnamed <sup>92</sup>	Morrison & Foerster	24 (1985)	\$750	2009	\$812.55	
Unnamed <sup>92</sup>	Pachulski, Stang	22 (1987)	\$725	2009	\$812.55	
Litigation Support Specialist <sup>90</sup>	O'Melveny & Myers	04 (2005)	\$260	2009	\$811.27	
Unnamed <sup>92</sup>	Weil, Gotschall	06 (2003)	\$580	2009	\$806.30	
Unnamed <sup>91</sup>	Paul Hastings	36 (1974)	\$940	2010	\$799.16	
Unnamed <sup>92</sup>	Davis, Polk	23 (1986)	\$960	2009	\$795.22	
Unnamed <sup>84</sup>	Lieff Cabraser	21 (1991)	\$700	2012	\$795.22	N/A
Hannah Cannom <sup>93</sup>	Milbank, Tweed	08 (2006)	\$800	2014	\$795.22	SL RS
Unnamed <sup>92</sup>	Hennigan, Bennett	31 (1978)	\$680	2009	\$793.80	
Unnamed <sup>85</sup>	Paul Hastings	12 (1999)	\$670	2011	\$785.80	N/A
Unnamed <sup>92</sup>	Davis, Polk	19 (1990)	\$955	2009	\$784.62	
Unnamed <sup>92</sup>	Munger, Tolles	21 (1988)	\$600	2009	\$781.30	
Alejandro Mayorkas <sup>90</sup>	O'Melveny & Myers	23 (1986)	\$770	2009	\$775.05	
Christopher Cox <sup>95</sup>	Weil Gotshal	23 (1991)	\$850	2014	\$770.27	
Unnamed <sup>11</sup>	Quinn Emanuel	20	\$700	2013	\$770.27	N/A

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Gibson Dunn	06 (2003)	\$570	2009	\$762.55	
Unnamed <sup>91</sup>	Paul Hastings	11 (1999)	\$670	2010	\$750.04	
Unnamed <sup>91</sup>	Paul Hastings	10 (2000)	\$660	2010	\$750.04	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$435	2009	\$750.04	
Erik Swanholt <sup>88</sup>	Greenberg Traurig	11 (1998)	\$575	2009	\$742.08	SL
Unnamed <sup>85</sup>	Paul Hastings	09 (2002)	\$630	2011	\$738.89	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	17 (1995)	\$650	2012	\$738.42	N/A
Unnamed <sup>92</sup>	Morrison & Foerster	09 (2000)	\$535	2009	\$737.54	
Unnamed <sup>85</sup>	Paul Hastings	08 (2003)	\$620	2011	\$727.16	N/A
Unnamed <sup>92</sup>	Weil, Gotschahl	01 (2008)	\$355	2009	\$725.04	
Suzanna Brickman <sup>83</sup>	MoFo	07 (2006)	\$650	2013	\$715.25	
Unnamed <sup>92</sup>	Hennigan, Bennett	30 (1979)	\$760	2009	\$712.54	
Thomas M. Riordan <sup>90</sup>	O'Melveny & Myers	14 (1995)	\$675	2009	\$706.29	
Unnamed <sup>85</sup>	Paul Hastings	07 (2004)	\$590	2011	\$691.98	N/A
Unnamed <sup>11</sup>	Arnold & Porter	09 (2004)	\$625	2013	\$687.74	N/A
Alex Doherty <sup>94</sup>	Sidley Austin	06 (2008)	\$700	2014	\$687.74	
Unnamed <sup>92</sup>	Munger, Tolles	12 (1997)	\$525	2009	\$687.54	
Unnamed <sup>92</sup>	Munger, Tolles	25 (1984)	\$550	2009	\$668.79	
Unnamed <sup>92</sup>	Weil, Gotschahl	04 (2005)	\$500	2009	\$668.79	
Unnamed <sup>84</sup>	Lieff Cabraser	14 (1998)	\$585	2012	\$664.58	N/A
Unnamed <sup>85</sup>	Paul Hastings	06 (2005)	\$565	2011	\$662.66	N/A
Danielle Katzir <sup>86</sup>	Gibson Dunn	05 (2004)	\$525	2009	\$656.29	
Unnamed <sup>92</sup>	Munger, Tolles	04 (2005)	\$450	2009	\$656.29	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

**Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports**

<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>92</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$656.29	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$825	2014	\$639.51	
Unnamed <sup>92</sup>	Klee, Tuchin	12 (1997)	\$650	2009	\$631.29	
Unnamed <sup>92</sup>	White & Case	24 (1985)	\$750	2009	\$625.04	
Unnamed <sup>85</sup>	Paul Hastings	05 (2006)	\$530	2011	\$621.61	N/A
Multiple associates <sup>86</sup>	Gibson Dunn	04 (2005)	\$495	2009	\$618.79	
Dena G. Kaplan <sup>89</sup>	Irell & Manella	05 (2003)	\$475	2008	\$613.02	
Unnamed <sup>84</sup>	Lieff Cabraser	11 (2001)	\$525	2012	\$596.42	N/A
Delilah Vinzon <sup>93</sup>	Milbank, Tweed	12 (2002)	\$900	2014	\$590.74	
Unnamed <sup>92</sup>	Hennigan, Bennett	09 (2000)	\$505	2009	\$587.54	
Melissa Barshop <sup>86</sup>	Gibson Dunn	03 (2006)	\$470	2009	\$587.54	
Unnamed <sup>85</sup>	Paul Hastings	04 (2007)	\$500	2011	\$586.42	N/A
Unnamed <sup>92</sup>	White & Case	08 (2001)	\$655	2009	\$581.28	
Amy Lalley <sup>94</sup>	Sidley Austin	14 (1998)	\$700	2012	\$578.76	
Jorge DeNeve <sup>90</sup>	O'Melveny & Myers	10 (1998)	\$620	2009	\$562.53	
Unnamed <sup>92</sup>	O'Melveny & Myers	03 (2006)	\$395	2009	\$562.53	
Unnamed <sup>92</sup>	O'Melveny & Myers	34 (1975)	\$860	2009	\$543.78	
Kimberly A. Svendsen <sup>89</sup>	Irell & Manella	04 (2004)	\$410	2008	\$529.14	
Unnamed <sup>85</sup>	Paul Hastings	03 (2008)	\$450	2011	\$527.78	N/A
Caitlin Hawks <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$527.60	
Hirad Dadgostar <sup>88</sup>	Greenberg Traurig	03 (2006)	\$400	2008	\$516.23	
Unnamed <sup>92</sup>	Pachulski, Stang	32 (1977)	\$650	2009	\$500.03	
Multiple associates <sup>86</sup>	Gibson Dunn	02 (2007)	\$400	2009	\$500.03	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**

<b>Table 3: Commercial or Reported Standardized Rates Reflected in Select Attorney Fee Awards, Declarations or Reports</b>						
<b>Atty</b>	<b>Firm</b>	<b>Practice Yrs [Grad Yr]</b>	<b>Rate</b>	<b>Year</b>	<b>Adjusted Rate</b>	<b>Super- Lawyer</b>
Unnamed <sup>84</sup>	Lieff Cabraser	06 (2006)	\$435	2012	\$494.18	N/A
Unnamed <sup>92</sup>	Pachulski, Stang	24 (1985)	\$675	2009	\$493.78	
Unnamed <sup>92</sup>	Munger, Tolles	03 (2006)	\$400	2009	\$493.78	
Lauren McCray <sup>94</sup>	Sidley Austin	02 (1998)	\$495	2014	\$492.97	
Unnamed <sup>11</sup>	Quinn Emanuel		\$448	2013	\$492.97	N/A
Unnamed <sup>84</sup>	Lieff Cabraser	04 (2008)	\$395	2012	\$448.73	N/A
Unnamed <sup>92</sup>	White & Case	06 (2003)	\$600	2009	\$443.78	
Sara Brenner <sup>87</sup>	Quinn Emanuel	02 (2006)	\$340	2008	\$438.80	
Multiple associates <sup>86</sup>	Gibson Dunn	01 (2008)	\$345	2009	\$431.28	
Unnamed <sup>85</sup>	Paul Hastings	01 (2010)	\$360	2011	\$422.22	N/A
Unnamed <sup>91</sup>	Paul Hastings	16 (1994)	\$725	2010	\$399.58	
Paralegal <sup>86</sup>	Gibson Dunn		\$315	2009	\$393.77	
Allan Johnson <sup>90</sup>	O'Melveny & Myers	08 (2001)	\$565	2009	\$387.52	
Revi-Ruth Enriquez <sup>93</sup>	Milbank, Tweed	06 (2008)	\$760	2014	\$386.25	
Paralegal <sup>86</sup>	Gibson Dunn		\$300	2009	\$375.02	
Unnamed <sup>84</sup>	Lieff Cabraser	01 (2011)	\$325	2012	\$369.21	N/A
Paralegal <sup>86</sup>	Gibson Dunn		\$295	2009	\$368.77	
Legal Assistant <sup>82</sup>	Skadden Arps		\$295	2011	\$345.99	
Paralegal <sup>90</sup>	O'Melveny & Myers	17 (2004)	\$310	2009	\$306.27	
Paralegal <sup>87</sup>	Quinn Emanuel	N/A	\$235	2008	\$303.29	
Abby Schwartz <sup>90</sup>	O'Melveny & Myers	03 (2006)	\$450	2009	\$281.27	

**RATE TABLES: TABLE 1 – CIVIL RIGHTS LITIGATION AWARDS; TABLE 2 – CONSUMER CLASS  
ACTION AWARDS; TABLE 3 – COMMERCIAL LITIGATION AWARDS AND RATES**



# **EXHIBIT**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COMMUNITIES ACTIVELY  
LIVING INDEPENDENT AND  
FREE, a nonprofit corporation, and  
AUDREY HARTHORN, an  
individual, on behalf  
of themselves and ALL OTHERS  
SIMILARLY SITUATED

Plaintiffs,

vs.

CITY OF LOS ANGELES, a  
public entity, and COUNTY OF  
LOS ANGELES, a public entity,

Defendants.

CASE NO. CV 09-0287 CBM (RZx)  
CLASS ACTION  
ORDER GRANTING PLAINTIFFS'  
APPLICATION FOR REASONABLE  
ATTORNEYS' FEES AND COSTS

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Before the court is Plaintiffs' Application for Reasonable Attorneys' Fees and Costs. [Docket No. 234.] Plaintiffs have applied to the Court for an order approving attorneys' fees and reimbursement of litigation costs to Class Counsel in the amount of \$1,225,000, and up to \$75,000 in attorneys' fees and costs for

1 monitoring the Settlement Agreement (“Agreement”). Defendant County of Los  
2 Angeles does not oppose the motion, and these are the amounts contained in the  
3 proposed class settlement agreement between the Plaintiffs and the County.

4 Having read the papers submitted and carefully considered the arguments and  
5 relevant legal authority, and good cause appearing, the Court GRANTS Plaintiffs’  
6 Motion for Reasonable Attorneys’ Fees and Costs and finds and rules as follows:

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

8 1. The Court finds that Plaintiffs have submitted sufficient evidence  
9 supporting their claim for reasonable attorneys’ fees and costs, and hereby  
10 approves the settlement of attorneys’ fees and costs in the amount of \$1,225,000  
11 for work performed on this matter, as stated in Section VII of the Agreement. The  
12 Court also approves the availability of fees and costs for monitoring the  
13 Agreement after Final Approval, in an amount up to \$75,000, as stated in Section  
14 VI.G of the Agreement.

15 2. The Court finds that Plaintiffs have provided sufficient evidence,  
16 including time records detailing the tasks performed on this matter and  
17 declarations from practitioners in the field, supporting the reasonableness of their  
18 2012 requested hourly rates. The Court finds that the requested hourly rates  
19 correspond to the prevailing market rate in the relevant community, considering  
20 the experience, skill, and reputation of the attorneys in question.

21 3. Class counsel stated that no other litigation in the country has sought  
22 to determine the nature and extent of a municipality’s obligation to include  
23 persons with disabilities in its emergency preparedness and planning efforts.  
24 Therefore, counsel had to conduct considerable research, familiarize themselves  
25 with the fact intensive literature on the subject of emergency planning, and  
26 explore untested legal theories. The active litigation included extensive,  
27 voluminous discovery, numerous depositions, and thousands of pages of  
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1 documents. The negotiations were thorough, involving many teleconferences, in-  
2 person meetings, and conferences and mediation sessions before two judges.  
3 Additionally, after a joint request to stay the litigation, the Court approved a  
4 process where Plaintiffs and the Defendant County would coordinate to draft a  
5 “Persons with Disabilities and Access and Functional Needs Annex,” (“Annex”)  
6 for which the experts conferred and resolved many issues, and any disputes were  
7 referred to counsel. Resolving the issues involved many settlement conferences  
8 on the phone and in person, and multiple proposals and drafts by both parties.  
9 After the Annex was sent out for public comment in late 2011, the U.S.  
10 Department of Justice detailed its concerns, after which a second draft was  
11 developed and Defendant County of Los Angeles developed a work plan.  
12 Negotiations continued for five months regarding the scope of the Annex and  
13 workplan. Parties then attended two mediation sessions in February and July 2012  
14 and were able to resolve all outstanding substantive issues. After the July  
15 mediation session, parties continued to work together to finalize the Agreement  
16 and other matters, including attorneys’ fees and costs. The proposed settlement  
17 was approved by the Los Angeles County Board of Supervisors on October 15,  
18 2012.

19 4. The Court finds that Class Counsel was efficient in allocating work.  
20 Counsel states that only four attorneys performed the majority of the work  
21 required, that discrete tasks were given to other attorneys as needed, and that a  
22 small group of attorneys litigated the entire case. Counsel also states that  
23 Attorneys Wolinsky, Smith, and Gilbride from Disability Rights Advocates  
24 (“DRA”), and Attorney Parks from Disability Rights Legal Center (“DRLC”), did  
25 a majority of the work.

26 5. In support of the hourly rates quoted by lead attorneys in this case,  
27 Attorney Wolinsky is a graduate of Yale Law School in 1961 and has been  
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1 practicing law and trying cases for over 50 years. He has been the lead and trial  
2 attorney in well over 150 class action and high-impact cases, and has tried and  
3 argued cases before the California and New York Federal Courts, the California  
4 and Hawaii Supreme Courts, and many other appellate courts. He is the Director  
5 of Litigation at DRA and is considered one of the foremost experts nationally on  
6 civil rights and disability law, and is requesting an hourly rate of \$860. Attorney  
7 Parks is a 1999 graduate of University of California at Berkeley, Boalt Hall, and is  
8 nationally recognized as a leading disability rights attorney and has been co-  
9 director of litigation at DRA since April 2012. From 2005 to March 2012, she  
10 was at the DRLC, where she was a litigation attorney, and later the legal director  
11 from 2009 to 2012, and is requesting an hourly rate of \$665. Attorney Smith is  
12 managing attorney at DRA, and graduated from U.C. Berkeley, Boalt Hall Law  
13 School in 2005. She received the 2013 California Lawyer Magazine Attorney of  
14 the Year Award in the area of Disability Law for her work on this litigation and  
15 the 2010 California Lawyer Attorney of the Year Award in the area of Disability  
16 Law for her work on the above referenced Caltrans case, and is requesting an  
17 hourly rate of \$555. Attorney Gilbride is a 2007 graduate of Georgetown Law  
18 School and worked on this case as part of DRA. Attorney Gilbride served as a  
19 law clerk to Judge Ronald Gould on the U.S. Court of Appeals for the Ninth  
20 Circuit in Seattle. She conducted much of the written discovery and took and  
21 defended several depositions. She was also responsible for all expert discovery,  
22 and is knowledgeable in the requirements for emergency preparedness under the  
23 law, and is requesting an hourly rate of \$430.

24 6. In support of the hourly rates quoted by other attorneys in this case,  
25 Attorney Uzeta is a 1992 graduate of University of California at Davis, King Hall  
26 School of Law, with a Certification in Public Interest Law. She has practiced  
27 exclusively in the area of civil rights law, in particular disability rights, since  
28

1 1993. From February 1995 to August 2008, she worked as an attorney at  
2 Disability Rights California (“DRC”), the largest disability rights organization in  
3 the nation, where she represented individuals and classes with disabilities in  
4 federal and state litigation. From August 2008 to December 2010, she was  
5 employed as the Litigation Director of the Southern California Housing Rights  
6 Center, a Los Angeles based nonprofit whose mission is to combat housing  
7 discrimination, where she engaged mostly in disability discrimination cases, and is  
8 requesting an hourly rate of \$700. Attorney Paradis is the Executive Director and  
9 Co-Director of Litigation at DRA. He graduated from Harvard Law School in  
10 1985 and has extensive experience with disability rights litigation, and has  
11 received several awards for his work on precedent setting disability rights cases,  
12 including the California Lawyer Magazine Attorney of the Year Award in 2003  
13 and 2011 and the Trial Lawyer of the Year Award from the San Francisco Trial  
14 Lawyers Association. Mr. Paradis assisted with advising the litigation team on  
15 settlement strategy and potential experts, and is requesting an hourly rate of \$800.  
16 Attorney Elsberry is a 1987 graduate of University of California, Hastings College  
17 of Law. He was a Managing Attorney at DRA from 2009 to 2012, and is currently  
18 a Senior Staff Attorney at DRLC. He assisted with certain tasks relating to class  
19 certification, and is requesting an hourly rate of \$725. Attorney Weed is a 2002  
20 graduate of the University of Michigan Law School. She was involved in the  
21 preliminary investigation and review of the voluminous public records, and is  
22 requesting an hourly rate of \$600. Attorney Biedermann is a 2007 graduate of  
23 Yale Law School and was an Arthur Liman Fellow at DRA from 2007 to 2009.  
24 She assisted with the review of many public records and drafting the complaint,  
25 and is requesting an hourly rate of \$430. Attorney Chuang is a 2007 graduate of  
26 University of Pennsylvania Law School and has been a Staff Attorney at DRA  
27 since 2011. Previously, she was a Litigation Associate at Latham & Watkins LLP.  
28

1 She primarily worked on finalizing the settlement agreement, providing notice to  
2 the class, and drafting the motions for preliminary and final approval, as well as  
3 the motion for reasonable attorneys' fees and costs, and is requesting an hourly  
4 rate of \$430. Attorney Janssen is currently a Staff Attorney at DRA and graduated  
5 from New York University School of Law in 2010. She assisted with discrete  
6 tasks relating to the negotiation of the County's Work Plan and draft Annex, and  
7 is requesting an hourly rate of \$330. Attorneys Patkin, Lee, and Strugar worked  
8 on the case in their capacity as attorneys at DRLC. Former DRLC staff attorney  
9 Patkin is a 2007 graduate of UCLA School of Law, and is requesting an hourly  
10 rate of \$450. Former DRLC staff attorney Strugar is a 2004 graduate of USC  
11 Gould School of Law, and is requesting an hourly rate of \$525. Former DRLC  
12 staff attorney Lee is a 2003 graduate of Loyola Law School, and is requesting an  
13 hourly rate of \$550. The Fee Experts cited by Attorneys indicate that the hourly  
14 rates requested by all of these attorneys is reasonable.

15 7. The Court finds that the rate of \$240 for DRA's paralegals and \$250  
16 for its summer associates is reasonable. DRA's paralegals are college graduates  
17 that have worked under attorney supervision for over a year. DRA's summer  
18 associates generally have two full years of law school experience before working  
19 at DRA for their second-year summer. The Court further finds that the hourly rate  
20 of \$230 for DRLC's law clerks and litigation assistants is reasonable.

21 8. The Court hereby approves the following 2012 hourly rates and hours  
22 expended:

23

<b>DRA</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Sid Wolinsky	\$860.00	700.00	\$602,000.00
Shawna Parks	\$665.00	81.40	\$54,131.00
Mary-Lee Smith	\$555.00	139.50	\$77,422.50
Karla Gilbride	\$430.00	494.40	\$212,592.00

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<b>DRA</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Larry Paradis	\$800.00	15.80	\$12,640.00
Ron Elsberry	\$725.00	18.30	\$13,267.50
Katherine Weed	\$600.00	20.50	\$12,300.00
Stephanie Biedermann	\$430.00	184.00	\$79,120.00
Christine Chuang	\$430.00	125.00	\$53,750.00
Kara Janssen	\$330.00	36.40	\$12,012.00
Summer Associates	\$250.00	26.70	\$6,675.00
Paralegals	\$240.00	260.90	\$62,616.00

<b>DRLC</b>	<b>Rate</b>	<b>Hours</b>	<b>Fees</b>
Michelle Uzeta	\$700.00	35.50	\$24,850.00
Shawna Parks	\$665.00	285.60	\$189,924.00
Debra Patkin	\$450.00	143.50	\$64,575.00
Jennifer Lee	\$550.00	16.00	\$8,800.00
Matthew Strugar	\$525.00	20.20	\$10,605.00
Law Clerk	\$230.00	122.90	\$28,267.00
Steve Cueller (Litigation Assist.)	\$230.00	4.70	\$1,081.00

9. The Court finds that the hourly rates and hours expended are reasonable under established Ninth Circuit law. *See Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1119 (9th Cir. 2000) (citing the lodestar figure and the requirement to consider factors outlined in *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)).<sup>1</sup>

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<sup>1</sup> The requested Attorneys’ Fees and Costs stem from negotiations between Class Counsel and the County of Los Angeles, and are much lower than the fees calculated under the lodestar method. The calculated fees, without any multiplier, are \$1,526,628.00 and the costs expended are \$47,903.05, for a total of \$1,574,531.05, which is \$349,531.05 greater than the amount negotiated by the Settlement. Since this case involved injunctive and declaratory relief, the Fee award will not result in an “inequity” between Counsel and Class Members. *See In re HP Inkjet Printer Litig.*, 11-16097, --- F.3d ----, 2013 WL 1986396, \*1, \*5 (9th Cir. May 15, 2013) (reasoning that “coupon” settlements may create inequity where Class Counsel request fees and



# **EXHIBIT**

**14**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CESSY LAUDERDALE, CORNELIO )           CASE NO.: CV 08-979 ABC (JWJx)  
VERA, and BERTHA DAVIS,        )  
individually and on behalf of )           ORDER RE: ATTORNEY FEES AND COSTS  
the class of similarly situated )  
individuals,                        )  
  )  
  )           Plaintiffs, )  
  )  
  )           v.                                        )  
  )  
CITY OF LONG BEACH, a public )  
entity, LONG BEACH POLICE )  
DEPARTMENT, a public entity, )  
  )  
  )           Defendants. )  
\_\_\_\_\_ )

Plaintiffs Cessy Lauderdale, Cornelio Vera, and Bertha Davis, on their behalf and on behalf of similarly situated individuals, filed a motion on November 23, 2009, for reasonable attorney's fees and costs following the parties' settlement of this class action lawsuit. Defendants City of Long Beach and the Long Beach Police Department (the "City") opposed on December 14, 2009 and Plaintiffs replied on December 22, 2009. The Court found this matter appropriate for resolution without oral argument and vacated the January 11, 2010 hearing date. Fed. R. Civ. P. 78; Local Rule 7-15. Upon

1 consideration of the parties' papers and the case file, the Court  
2 rules as follows.

3 **I. BACKGROUND**

4 On February 13, 2008, Plaintiffs filed this class action lawsuit  
5 against the City, alleging that the City had violated the rights of  
6 people who are deaf or hard of hearing who have interacted, currently  
7 interact, or will interact with the Long Beach Police Department  
8 ("LBPD"), by failing to take appropriate steps to effectively  
9 communicate with these individuals. The Complaint sought declaratory  
10 and injunctive relief compelling the City to ensure effective  
11 communication with individuals who are deaf or hard of hearing through  
12 the provision of auxiliary aids and services and proper training of  
13 LBPD officers on how to effectively communicate during official  
14 interactions.

15 The Complaint and the motion for preliminary approval of the  
16 class action settlement set forth the underlying facts in this matter,  
17 and the Court need not summarize them here.

18 The parties ultimately entered a Settlement Agreement resolving  
19 Plaintiffs' claims under Title II of the Americans with Disabilities  
20 Act ("ADA"), Section 504 of the Rehabilitation Act, the Unruh Civil  
21 Rights Act (Cal. Civ. Code §§ 51 et seq.), and the Blind and Other  
22 Physically Disabled Persons Act (Cal. Civ. Code §§ 54 et seq.). The  
23 Agreement provides that, among other relief: (1) the LBPD will take  
24 appropriate steps to ensure effective communication with the class  
25 through the provision of auxiliary aids and services; (2) the LBPD  
26 will implement and follow a policy entitled "Communication with People  
27 who are Deaf or Hard of Hearing"; (3) the LBPD will make available  
28 Video Relay Service/Video Interpreting equipment at the main LBPD

1 station within one year after final approval of the agreement for a  
2 minimum one-year period; and (4) the LBPD will train personnel on the  
3 Settlement Agreement and policy. In the Agreement, the City conceded  
4 that Plaintiffs were prevailing parties for the purpose of attorney's  
5 fees. The parties agreed that Plaintiffs would apply to the Court for  
6 a determination of the amount of fees.

7 Although the parties ultimately reached a settlement, Plaintiffs  
8 portray the negotiations as unnecessarily drawn out by the City, while  
9 the City claims the negotiations were protracted by Plaintiffs,  
10 especially because the City knew that prolonging the matter could  
11 expose it to more in fees. In reality, the negotiations fell  
12 somewhere in the middle.

13 Before Plaintiffs filed suit, they sent a tort claims letter to  
14 the City in early 2007, which the City rejected. (Parks Decl. ¶ 20.)  
15 Plaintiffs sent another detailed letter to the City in January 2008,  
16 which was again rejected by the City. (Id. ¶ 20, Exs. H, I.)  
17 Plaintiffs then filed suit in February 2008.

18 The Court suggested settlement of the case at a June 16, 2008,  
19 conference with the parties and the first step to that settlement was  
20 to negotiate the policy that the City would eventually adopt. The  
21 City began the process with the first of three attorneys, Principle  
22 Deputy City Attorney Belinda Mayes. (Parks Decl. ¶ 21; Fudge Decl. ¶  
23 4.) But Ms. Mayes left the City Attorney's Office in October 2008 and  
24 this matter was reassigned to Principal Deputy City Attorney Monte  
25 Machit, who met with Plaintiffs' counsel on December 15, 2008. Machit  
26 informed Plaintiffs' counsel that the matter would be transferred  
27 again to Deputy City Attorney Randall C. Fudge, who worked on the  
28 matter from that time to the present. (Parks Decl. ¶ 22; Fudge Decl.

1 ¶ 8.) Plaintiffs claim that, during these transitional periods,  
2 progress on settlement slowed.

3 Nevertheless, progress was made on the policy by January 2009  
4 (which the LBPB began implementing), so the parties turned their  
5 attention to the Settlement Agreement itself, setting up a series of  
6 four meetings at the City Attorney's office in Long Beach. (Parks  
7 Decl. ¶ 23.) The preliminary drafts of the agreement exceeded twenty  
8 pages and the City objected to several terms, as did Plaintiffs, so "a  
9 significant amount of time was expended in re-drafting portions of the  
10 Settlement Agreement." (Fudge Decl. ¶ 8; Parks Decl. ¶ 24, Ex. L  
11 (letter from Attorney Fudge noting that the negotiations were "a  
12 laborious process involving multiple revisions of a 20-some page  
13 agreement."). Nevertheless, the parties eventually agreed on most of  
14 the issues. (Fudge Decl. ¶ 9.) The remaining issues were submitted  
15 to a five-hour mediation on June 4, 2009, and an agreement on  
16 injunctive and declaratory relief was reached in principle and the  
17 amount of damages settled on. (Parks Decl. ¶ 25.) From October 2008  
18 through July 2009, the parties exchanged at least ten drafts of the  
19 proposed Settlement Agreement. (Parks Decl. ¶ 27.)

20 But a final agreement was not immediately forthcoming. Each side  
21 claims that the other sought to change, amend, or renegotiate some of  
22 the terms agreed to after the mediation, including aspects of the  
23 policy the LBPB had already implemented. (Compare Parks Decl. ¶ 26  
24 ("Although Plaintiffs' counsel believed they had an agreement in  
25 principle on the few remaining issues regarding injunctive and  
26 declaratory relief at the parties' mediation, Defendants' counsel  
27 sought to renegotiate a number of issues that were previously  
28 negotiated and agreed upon by the parties.") with Fudge Decl. ¶ 10



1 ("Subsequently, in or about July 2009, Plaintiffs sought to amend the  
2 Policy by adding terms to the Policy contained in the Settlement  
3 Agreement.".) After much negotiation, the parties finally agreed  
4 that the City would issue a supplemental Training Bulletin to LBPD  
5 personnel. (Fudge Decl. ¶ 11.)

6 During the course of negotiations up to February 2009, the  
7 parties did not engage in discovery, other than a public records  
8 request by Plaintiffs before filing the Complaint. (Parks Decl. ¶  
9 28.) With discovery cut-off and class certification deadlines looming  
10 and no settlement reached, however, Plaintiffs moved forward with some  
11 discovery, which they hoped would reveal the extent of the LBPD's  
12 policies, procedures, and training, and, as a result, nudge the case  
13 closer to settlement. (Parks Decl. ¶ 29.) They served on the LBPD  
14 three sets of requests for production, two sets of requests for  
15 admissions and interrogatories, and served on the City two sets of  
16 requests for production, requests for admissions and interrogatories,  
17 and Plaintiffs deposed representatives from the LBPD and the City.  
18 (Parks Decl. ¶ 29.) The parties also exchanged correspondence in  
19 setting the deposition dates, which were moved several times. (Parks  
20 Decl. ¶ 30.) Ultimately, because deadlines were still approaching,  
21 Plaintiffs drafted a class certification brief and supporting  
22 declarations, although those documents were never filed with the  
23 Court. (Parks Decl. ¶ 31.)

24 Having executed the Settlement Agreement and presented it to the  
25 Court for approval, Plaintiffs now seek attorney's fees and costs for  
26 the work performed. Plaintiffs claim reasonable fees in the amount of  
27 \$429,282.50 as calculated under the lodestar method, multiplied by 1.5  
28 to reflect the inherent risk in the case and the results achieved, for

1 a total of \$643,923.75. They also seek \$10,378.95 in costs and  
2 \$51,024.50 for the hours expended on the fees motion. The City, on  
3 the other hand, claims that Plaintiffs are entitled to no more than  
4 \$167,340 in attorney's fees and \$7,439.79 in costs, but does not  
5 dispute that Plaintiffs are entitled to \$51,024.50 for the fees  
6 motions.

7 **II. DISCUSSION**

8 Plaintiffs' counsel, the Disability Rights Legal Center (the  
9 "DRLC") and the private law firm of Munger, Tolles & Olsen LLP  
10 ("MTO"), seek fees and costs under several statutes as the prevailing  
11 parties: the ADA, 42 U.S.C. § 12205; the Rehabilitation Act, 29 U.S.C.  
12 § 794a(b); the California Disabled Persons Act, Cal. Civ. Code § 55;  
13 and Cal. Civ. Code § 1021.5. The lodestar fees they seek (not  
14 including fees for the fees motion and costs) are as follows:

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Attorney	Year of Graduation	Rate	Hours	Amount
<b>DRLC</b>				
Shawna L. Parks	1999	\$525	99.00	\$51,975.00
Sage Reeves	2001	\$475	263.40	\$125,115.00
Tiffany Green	2005	\$375	225.40	\$84,525.00
Matthew Strugar	2004	\$400	9.60	\$3,840.00
Law Clerks		\$165	81.80	\$13,497.00
<b>Subtotal DRLC</b>			679.20	\$278,952.00
<b>MTO</b>				
Kristina Wilson	2006	\$350	263.60	\$92,260.00
Bethany Woodard	2005	\$395	118.70	\$46,886.50
Robert Dell Angelo	1992	\$550	9.90	\$5,445.00
Law Clerks/Support Staff		\$65 to \$220	30.60	\$5,739.00
<b>Subtotal MTO</b>			422.80	\$150,330.50
<b>Total Lodestar</b>			1102.00	\$429,282.50
<b>with 1.5 Multiplier</b>				\$643,923.75

Generally, a prevailing party "should ordinarily recover an attorney's fee unless special circumstances would render such an award unjust." Barrios v. Cal. Interscholastic Fed'n, 277 F.3d 1128, 1134 (9th Cir. 2002) (quoting and applying standards from Hensley v. Eckerhart, 461 U.S. 424, 429, 103 S. Ct. 1933, 1937, 76 L. Ed. 2d 40 (1983) to ADA claim); see also Armstrong v. Davis, 318 F.3d 965, 970-71 (9th Cir. 2003) (applying standard to ADA and Rehabilitation Act claims); Molski v. Arciero Wine Group, 164 Cal. App. 4th 786, 790, 79 Cal. Rptr. 3d 574, 577-78 (Ct. App. 2008) (interpreting Cal. Civ.

1 Code § 55). The City agreed in the Settlement Agreement that  
2 Plaintiffs were "prevailing parties" here, which is consistent with  
3 controlling authority See Barrios, 277 F.3d at 1134 ("Under  
4 applicable Ninth Circuit law, a plaintiff 'prevails' when he or she  
5 enters into a legally enforceable settlement agreement against the  
6 defendant[.]"); see also Estrada v. FedEx Ground Package Sys., Inc.,  
7 154 Cal. App. 4th 1, 16-17, 64 Cal. Rptr. 3d 327, 340-41 (Ct. App.  
8 2007) (finding that disability class action obtaining awards for 209  
9 drivers satisfied the "significant benefit," "public interest," and  
10 "large class of persons" requirements of section 1021.5).

11 Once a party is considered "prevailing," the Court must determine  
12 the reasonable amount of fees by calculating the "lodestar," which is  
13 the number of hours reasonably spent multiplied by a reasonable hourly  
14 rate. Hensley, 461 U.S. at 433, 103 S. Ct. at 1939; Moreno v. City of  
15 Sacramento, 534 F.3d 1106, 1111 (9th Cir. 2008); Camacho v. Bridgeport  
16 Fin., Inc., 523 F.3d 973, 978 (9th Cir. 2008). The lodestar amount is  
17 also the touchstone for reasonable fees under California law. See  
18 Graham v. DaimlerChrysler Corp., 34 Cal. 4th 553, 579, 21 Cal. Rptr.  
19 3d 331, 157 (2004). The lodestar is presumed to provide reasonable  
20 fees, but "the district court may, if circumstances warrant, adjust  
21 the lodestar amount to account for other factors which are not  
22 subsumed within it." Camacho, 523 F.3d at 978 (quoting Ferland v.  
23 Conrad Credit Corp., 244 F.3d 1145, 1149 n.4 (9th Cir. 2001)). To  
24 make adjustments following calculation of the lodestar, the Court  
25 considers the following factors:

26 (1) the time and labor required, (2) the novelty  
27 and difficulty of the questions involved, (3) the  
28 skill requisite to perform the legal service  
properly, (4) the preclusion of other employment  
by the attorney due to acceptance of the case, (5)

1 the customary fee, (6) whether the fee is fixed or  
2 contingent, (7) time limitations imposed by the  
3 client or the circumstances, (8) the amount  
4 involved and the results obtained, (9) the  
5 experience, reputation, and ability of the  
6 attorneys, (10) the "undesirability" of the case,  
7 (11) the nature and length of the professional  
8 relationship with the client, and (12) awards in  
9 similar cases.

6 Morales v. City of San Rafael, 96 F.3d 359, 363-64 & n.8 (9th Cir.  
7 1996) (quoting Kerr v. Screen Guild Extras, Inc., 526 F.2d 67, 70 (9th  
8 Cir. 1975)), amended by 108 F.3d 981, 981 (9th Cir. 1997). The Court  
9 must explain how it reached the ultimate amount of fees awarded,  
10 although that explanation can vary somewhat in its level of detail  
11 depending on the magnitude of the variation from the amount requested  
12 and the amount awarded. See Moreno, 534 F.3d at 1111 (noting that  
13 "the district court can impose a small reduction, no greater than 10  
14 percent - a 'haircut' - based on its exercise of discretion and  
15 without a more specific explanation.").

16 **A. Lodestar Amount**

17 Before applying any multiplier requested by Plaintiffs (which the  
18 Court will discuss below), Plaintiffs claim a lodestar of \$429,282.50.  
19 (See Parks Reply Decl., Ex. A.)

20 1. Reasonable Hourly Rates

21 Reasonable hourly rates are based upon the "prevailing market  
22 rates in the relevant community, regardless of whether plaintiff is  
23 represented by private or nonprofit counsel." Blum v. Stenson, 465  
24 U.S. 886, 895, 104 S. Ct. 1541, 1547, 79 L. Ed. 2d 891 (1984). The  
25 relevant community is the "forum in which the district court sits."  
26 Barjon v. Dalton, 132 F.3d 496, 500 (9th Cir. 1997). And the  
27 prevailing rate is the "rate prevailing in the community for similar  
28 work performed by attorneys of comparable skill, experience, and

1 reputation.'" Id. at 502 (citation omitted). "Affidavits of the  
2 plaintiffs' attorney and other attorneys regarding prevailing fees in  
3 the community, and rate determinations in other cases, particularly  
4 those setting a rate for the plaintiffs' attorney, are satisfactory  
5 evidence of the prevailing market rate." United Steelworkers of Am.  
6 v. Phelps Dodge Corp., 896 F.2d 403, 407 (9th Cir. 1990).

7 Plaintiffs seek fees based upon the following prevailing rates in  
8 this District:

- 9 • \$375/hour for Tiffany Green of DRLC, a 2005 graduate of  
10 University of California, Los Angeles School of Law;
- 11 • \$475/hour for Sage Reeves of DRLC, a 2001 graduate of  
12 University of California, Davis School of Law;
- 13 • \$525/hour for Shawna L. Parks of DRLC, a 1999 graduate of  
14 Boalt Hall School of Law at the University of California,  
15 Berkeley;
- 16 • \$400/hour for Matthew D. Strugar of DRLC, a 2004 graduate of  
17 University of Southern California School of Law;
- 18 • \$395/hour for Bethany Woodard of MTO, a 2005 graduate of  
19 University of Southern California School of Law;
- 20 • \$350/hour for Kristina Wilson of MTO, a 2006 graduate of  
21 Northwestern University School of Law;
- 22 • \$550/hour for Robert Dell Angelo, a partner of MTO and a  
23 1992 graduate of University of California, Los Angeles  
24 School of Law; and
- 25 • \$165/hour and \$220/hour for law clerks at DRLC and MTO,  
26 respectively.

27 Plaintiffs have presented ample evidence that the rates they seek  
28 are reasonable in the Central District. Laurence W. Paradis, an  
experienced civil rights litigator and the Executive Director and Co-  
Director of Litigation of Disability Rights Advocates in Berkeley,  
California, testified that he is familiar with the DRLC and its  
attorneys and opined that the rates sought are consistent with market  
rates for attorneys with similar experience in the Southern California

1 market, and are consistent with the rates charged by his organization.  
2 (Paradis Decl. ¶¶ 6-12.) Barrett S. Litt, another experienced civil  
3 rights litigator, also testified that the rates are in line with the  
4 Southern California market, his own experience, and fee awards in  
5 similar cases. (Litt Decl. ¶¶ 26-31.) Three other experienced civil  
6 rights litigators also submitted declarations all attesting that the  
7 rates Plaintiffs charge are consistent with market rates in Southern  
8 California. (See Stormer Decl. ¶¶ 8-13; Mann Decl. ¶¶ 15-19; Harris  
9 Decl. ¶¶ 12-16.)

10 Indeed, two large law firms in the Los Angeles area - O'Melveny &  
11 Myers and Gibson, Dunn & Crutcher - charge similar rates for attorneys  
12 with equivalent experience. In 2008, O'Melveny & Myers charged \$450  
13 per hour for a 2005 graduate (as compared to the \$395 per hour for  
14 MTO's Bethany Woodard, also a 2005 graduate) and charged \$675 per hour  
15 for a 1994 partner (as compared to \$550 per hour for MTO partner  
16 Robert Dell Angelo, a 1992 graduate). (Litt Decl. ¶ 21.) In a case  
17 in which Gibson, Dunn & Crutcher partnered with the Los Angeles public  
18 interest law firm of Public Counsel, that firm charged \$525 per hour  
19 for a 2004 graduate and \$495 per hour for 2005 graduates. (Litt Decl.  
20 ¶ 23.) Finally, Mr. Paradis testified that his organization charges  
21 \$375 per hour for its 2005 graduates and \$420 per hour for its 2004  
22 graduates. (Paradis Decl., Ex. A.)<sup>1</sup>

23 Once the prevailing party provides evidence of the prevailing  
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25  
26 <sup>1</sup>Although Mr. Paradis's organization is located in San Francisco,  
27 he opined that rates there and in Southern California are similar.  
28 The City offered no contradictory evidence. See Bouman v. Block, 940  
F.2d 1211, 1236 (9th Cir. 1991) (accepting testimony of litigator and  
expert on attorney's fees that market rates in San Francisco and  
California are similar).



1 market rates, "[t]he party opposing the fee application has the  
2 burden of rebuttal that requires submission of evidence to the  
3 district court challenging the accuracy and reasonableness of the . .  
4 . facts asserted by the prevailing party in the submitted  
5 affidavits.'" Camacho, 523 F.3d at 980 (citation omitted; ellipsis in  
6 original). To carry this burden, the City offers the testimony of  
7 Andre Jardini, a legal auditor who provided an audit report on  
8 Plaintiffs' fee request, to show that Plaintiffs' counsel's rates are  
9 inflated.<sup>2</sup> He explained:

10           Based on an Incisive Legal Intelligence  
11 publication entitled "The Survey of Law Firm  
12 Economics 2009 Edition", the average hourly  
13 billing rate for an attorney with 8 to 10 years of  
14 experience is \$272. The lower quartile is \$212  
15 and the upper quartile \$325. The average hourly  
16 rate for attorneys with five years experience like  
17 Matthew D. Strugar is \$231 an hour and attorneys  
18 with two to three years experience like Tiffany  
19 Green average \$186 hourly rate.

20 (Jardini Decl. ¶ 35.) The Court does not find Mr. Jardini's position  
21 persuasive. He does not include copies of the survey he cites and he  
22

23 \_\_\_\_\_  
24           <sup>2</sup>Plaintiffs filed objections to the report of Andre E. Jardini in  
25 support of the City's opposition to the motion for attorney's fees.  
26 Plaintiffs claim he is not qualified as an "expert" under Federal Rule  
27 of Evidence 702 and Daubert v. Merrell Dow Pharmaceuticals, Inc., 509  
28 U.S. 579, 113 S. Ct. 2786, 125 L. Ed. 2d 469 (1993). Generally, under  
Rule 702, the Court acts as a gatekeeper before expert evidence goes  
to a jury, but "[t]here is less need for the gatekeeper to keep the  
gate when the gatekeeper is keeping the gate only for himself."  
United States v. Brown, 415 F.3d 1257, 1269 (11th Cir. 2005). "Thus,  
where the factfinder and the gatekeeper are the same, the court does  
not err in admitting the evidence subject to the ability later to  
exclude it or disregard it if it turns out not to meet the standard of  
reliability established by Rule 702." In re Salem, 465 F.3d 767, 777  
(7th Cir. 2006). Plaintiffs mostly disagree with the substance of Mr.  
Jardini's conclusions, which the Court addresses infra as they are  
relevant to the Court's rulings. To the extent that any part of his  
testimony does not meet the standard of Rule 702, the Court has not  
considered it. The Court overrules Plaintiffs' other objections.

1 does not explain the methodology the authors of the survey might have  
2 used to arrive at the "average" billing rate. The survey could very  
3 well have included rates that encompassed all types of lawyers from  
4 solo practitioners to partners at the largest law firms and could have  
5 covered the entire country. That, of course, runs contrary to the  
6 requirement that reasonable rates be set at the "rate prevailing in  
7 the community for similar work performed by attorneys of comparable  
8 skill, experience, and reputation." See Barjon, 132 F.3d at 500,  
9 502.

10 Mr. Jardini proposes a "blended rate" of \$300 per hour, but again  
11 he does not explain how he reached this blended rate, which does not  
12 even seem to correlate with the survey he cited. (Jardini Decl. ¶  
13 36.) Nor does he cite any legal authority for using a blended hourly  
14 rate, which may not reflect a reasonable rate. Cf. S.E.C. v. Goren,  
15 272 F. Supp. 2d 202, 208 (E.D.N.Y. 2003) (rejecting use of blended  
16 hourly rate because it "risks under- and over-compensating [attorneys]  
17 for their efforts."). The Court finds this evidence insufficient to  
18 rebut Plaintiffs' proposed rates and concludes that those rates are  
19 reasonable.

## 20 2. Reasonable Hours Expended

21 Plaintiffs' counsel spent a total of 1,102 hours litigating this  
22 case (not including hours spent on the fees motion), which Plaintiffs  
23 claim is reasonable. (Parks Reply Decl., Ex. A.)<sup>3</sup> Plaintiffs'  
24 counsel arrived at that number after making discrete deductions from  
25 their hours equal to twenty percent. (Parks Decl. ¶ 33, Ex. A.)

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26  
27 <sup>3</sup>This number reflects Plaintiffs' subtraction of 4.2 hours from  
28 their initial total (3.7 from the hours spent by Tiffany Green and .5  
hours spent by Sage Reeves) based on conceded billing errors. (Parks  
Reply Decl. ¶ 5.)

1 Further, eighty percent of the hours expended were spent by attorneys  
2 at the associate level (and thus had lower billing rates) and that  
3 number increases to ninety percent once support staff and law clerks  
4 are included. (Parks Decl. ¶ 32, Ex. A.)

5 a. Reduction for MTO's Involvement

6 First, the City argues that all the work done by the MTO  
7 attorneys was duplicative and unnecessary, so the 446.70 hours billed  
8 by the MTO attorneys should be excluded entirely from the reasonable  
9 hours spent on the litigation. (Jardini Decl. ¶¶ 26-32, 49.)  
10 Generally, billed time that includes unnecessary duplication of effort  
11 should be excluded from the lodestar. See Herrington v. County of  
12 Sonoma, 883 F.2d 739, 747 (9th Cir. 1989). Indeed, "courts ought to  
13 examine with skepticism claims that several lawyers were needed to  
14 perform a task, and should deny compensation for such needless  
15 duplication as when three lawyers appear for a hearing when one would  
16 do." Democratic Party of Wash. State v. Reed, 388 F.3d 1281, 1286  
17 (9th Cir. 2004) (internal citations omitted). Nevertheless, "[c]ommon  
18 experience indicates that lawyers often hire other lawyers to help  
19 them with specific issues in the case." Bouman, 940 F.2d at 1236. Of  
20 course, there is some degree of duplication that is necessary in any  
21 case, so "the court should defer to the winning lawyer's professional  
22 judgment as to how much time he was required to spend on the case;  
23 after all, he won, and might not have, had he been more of a slacker."  
24 Moreno, 534 F.3d at 1112.

25 Here, MTO's participation was not unnecessarily duplicative. MTO  
26 brought its highly regarded civil litigation practice to the case,  
27 relying on its years of experience litigating complex cases to help  
28 bring the case to a favorable settlement. Likewise, the DRLC is

1 nationally recognized as an expert in the field of disability law and  
2 undoubtedly assisted MTO attorneys on understanding the substantive  
3 aspects of disability law, which may have reduced, not increased, the  
4 number of hours MTO attorneys would have otherwise had to spend to  
5 research and understand disability law. As one DRLC attorney  
6 explained, Plaintiffs' counsel employed a "team approach at settlement  
7 meetings, leveraging the DRLC's expertise in the subject matter with  
8 the litigation skills and resources brought to bear by MTO." (Parks  
9 Reply Decl. ¶ 10.)

10 Mr. Jardini opines that "MTO has used this matter as a training  
11 ground for its younger associates to gain experience while providing  
12 pro bono work" (Jardini Decl. ¶ 26), but he points to nothing to  
13 suggest that the attorneys from MTO lacked competence to participate  
14 in the case or that the DRLC attorneys engaged in any sort of  
15 "training," apart from the normal supervision one would expect from  
16 experts in the substantive law at issue. In fact, were the City  
17 right, Plaintiffs could never have staffed the case appropriately no  
18 matter what they did: on the one hand, the City complains that higher-  
19 billing attorneys spent too much time on the case (Jardini Decl. ¶ 36  
20 (claiming case was staffed in a "top heavy fashion")), but on the  
21 other hand the City criticizes the use of lower-billing MTO attorneys  
22 for alleged "training" purposes (Jardini Decl. ¶ 26). Whatever the  
23 City believes should have been the proper staffing of the case, "the  
24 district court may not set the fee based on speculation as to how  
25 other firms would have staffed the case." Moreno, 534 F.3d at 1114.  
26 Thus, the Court finds that a total elimination of the 446.70 hours  
27 spent by MTO attorneys on the case is unwarranted.

28 Although MTO's presence was not unnecessarily duplicative as a

1 general matter, Mr. Jardini points to three specific instances where  
2 utilizing multiple attorneys from both firms may have led to some  
3 duplicative work.<sup>4</sup> First, Mr. Jardini indicates that unidentified  
4 entries from January 23, 2008 to March 14, 2008 of MTO's billing  
5 records<sup>5</sup> indicate that Kristina Wilson spent 16.45 hours drafting the  
6 complaint. (Jardini Decl. ¶ 28.) Similarly, unidentified entries  
7 from February 4, 2008 to February 13, 2008, indicate that several DRLC  
8 attorneys also spent approximately 13.3 hours reviewing and revising  
9 the complaint. (Id.) The Court does find the 29.75 hours spent on  
10 the complaint were likely duplicative. The DRLC has brought two  
11 similar deaf and hard-of-hearing class action cases before this court  
12 (Parks Decl. ¶ 9), so they probably could have used at least some part  
13 of those prior complaints to save time drafting the complaint in this  
14 case. Yet, a relatively junior MTO attorney (Kristina Wilson, a 2006  
15 graduate) spent 12.4 hours from January 23, 2008 to February 4, 2008,  
16 before DRLC attorneys seem to have reviewed any part of the draft  
17 complaint. Then another relatively junior DRLC attorney (Tiffany  
18 Green, a 2005 graduate) spent two hours reviewing and revising the  
19 complaint before she sent it to a more experienced DRLC attorney,  
20 Shawna Parks. And even after that, counsel spent an additional 11.3  
21 hours reviewing and revising the complaint.

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22  
23 <sup>4</sup>Mr. Jardini includes these three specific instances in his  
24 declaration. He also created a chart of billing entries that he  
25 suggests demonstrates other possible duplicate billing entries. He  
26 has not set out the information in a useful way, however, because the  
27 Court cannot tell from his list whether the two firms actually  
28 performed duplicate work.

<sup>5</sup>A further problem with Mr. Jardini's chart is that he does not  
identify the discrete billing entries he adds together to reach his  
cumulative totals. Neither Plaintiffs nor the Court has any way to  
verify the accuracy of each cumulative entry without that information.

1 As noted above, the DRLC brings its expertise in disability law  
2 to this case - and specifically its experience litigating deaf and  
3 hard-of-hearing class actions against municipalities - yet it  
4 apparently did not immediately lend that support to the complaint-  
5 drafting process, which likely prolonged the entire drafting process.  
6 Thus, the Court finds that the 12.4 hours spent by junior MTO  
7 associate Kristina Wilson before the DRLC attorneys reviewed the draft  
8 complaint was duplicative and unnecessary, as was the two hours DRLC  
9 junior attorney Tiffany Green spent before sending it to a more senior  
10 DRLC attorney. Although the Court is not entirely convinced that all  
11 of the remaining 15.35 hours spent by the two firms were still  
12 necessary, the City provides no basis to reduce that number further  
13 and the Court will not do so.

14 Second, Mr. Jardini identifies instances where multiple attorneys  
15 attended court appearances and depositions, which the City claims were  
16 overstaffed. As a general matter, "in an important class action  
17 litigation such as this, the participation of more than one attorney  
18 does not constitute an unnecessary duplication of effort." Probe v.  
19 State Teacher's Retirement Sys., 780 F.2d 776, 785 (9th Cir. 1986).  
20 Indeed, having multiple attorneys attend depositions, meetings and  
21 settlement conferences allowed counsel to contribute creative  
22 solutions, reduced the need for inter-office communications after  
23 meetings, and ameliorated disagreements over what actually went on at  
24 meetings. (Parks Reply Decl. ¶ 12.)

25 However, one DRLC attorney billed 5.9 hours and two MTO attorneys  
26 billed a total of eight hours for attending a deposition on April 27,  
27 2009. (Jardini Decl. ¶ 29.) First, the Court has reviewed the actual  
28 billing records and they do not appear to correlate to Mr. Jardini's

1 entries. The entry for the DRLC attorney on that date reflects 6.10  
2 hours billed for attending the deposition, not 5.9, and the entries  
3 for the MTO attorneys on that date reflect 6.5 and 3.7 hours billed,  
4 for a total of 10.2 hours, not eight hours.<sup>6</sup> Based on the numbers  
5 contained in the actual billing records, the Court finds duplicative  
6 the 3.7 hours spent by MTO associate Kristina Wilson, when an MTO  
7 associate with similar seniority (Bethany Woodard, a 2005 graduate)  
8 billed 6.5 hours for the deposition and DRLC attorney Sage Reeves (a  
9 2001 graduate) billed 6.1 hours for the deposition. Having one senior  
10 attorney and one more junior attorney attend the deposition was  
11 plenty; the third junior attorney was excessive.

12 The Court, however, does not find that having two DRLC attorneys  
13 and one MTO attorney attend the mediation in this case was  
14 duplicative. Both Sage Reeves (again, a 2001 graduate) and Shawna  
15 Parks (a 2000 graduate) from DRLC attended the June 4, 2009,  
16 mediation, billing a total of 12.6 hours for the time preparing and  
17 attending. Kristina Wilson also billed 8.8 hours for preparing for  
18 and attending the mediation.<sup>7</sup> First, participation of more than one  
19 attorney at a mediation does not automatically constitute an  
20 unnecessary duplication of effort. See Kim v. Fujikawa, 871 F.2d  
21 1427, 1435 n.9 (9th Cir. 1989). Second, the mediation was far more  
22 important in this case than the deposition discussed above. Unlike  
23 the deposition, the mediation sat at the very crossroads of the  
24

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25  
26 <sup>6</sup>The Court also notes that the MTO attorneys spent a total of  
27 17.7 hours preparing for and attending the deposition, but subtracted  
28 7.5 hours from that to arrive at 10.2 hours actually billed.

<sup>7</sup>Again, Mr. Jardini's calculation of eight hours for Ms. Wilson's  
hours billed was inaccurate based on the billing records.



1 resolution of this case. The parties had agreed to some terms of a  
2 settlement, but needed a neutral to finalize it. The Court hesitates  
3 to second-guess the choice of two senior DRLC attorneys to attend with  
4 the assistance of a junior MTO associate, since an agreement may not  
5 have been reached if both senior DRLC counsel had not brought to bear  
6 their expertise and experience. The Court will not subtract hours on  
7 this basis.

8 b. Specific Reductions for DRLC Hours

9 The City also seeks to reduce DRLC's hours based on improper  
10 billing for overhead, conducting excessive interoffice communication,  
11 and for committing errors within its bills.

12 Mr. Jardini identifies 27.05 hours he claims were improperly  
13 spent on "overhead," including "calendaring, scheduling and confirming  
14 meetings, issues regarding retainer agreements, and electronic  
15 filing." (Jardini Decl. ¶ 37.) In some circumstances, "attorneys'  
16 fees for administrative and secretarial tasks . . . should be considered  
17 general overhead to run a law office," and already compensated in the  
18 reasonable hourly fee, Eklund v. City of Seattle, No. C06-1815Z, 2009  
19 WL 2019119, at \*4 (W.D. Wash. July 2, 2009) (citing Keith v. Volpe,  
20 644 F. Supp. 1312, 1316 (C.D. Cal. 1986)), but only if that is the  
21 billing custom in the relevant market, see Trustees of Constr. Indus.  
22 & Laborers Health & Welf. Trust v. Redland Ins. Co., 460 F.3d 1253,  
23 1257 (9th Cir. 2006). The City has provided no evidence that this is  
24 the practice in the Central District. Thus, the Court cannot subtract  
25 these hours on that basis.

26 It is clear, however, that "[i]t is simply not reasonable for a  
27 lawyer to bill, at her regular hourly rate, for tasks that a non-  
28 attorney employed by her could perform at a much lower cost." Davis

1 v. City & County of San Francisco, 976 F.2d 1536, 1543 (9th Cir.  
2 1992), vacated in part on other ground by 984 F.2d 345, 345 (9th Cir.  
3 1993); see also Redlands Ins. Co., 460 F.3d at 1257. The Court has  
4 reviewed the entries for the hours claimed to be "overhead" or  
5 administrative and finds that most of them, while not models of  
6 billing clarity, arguably require the skills of an attorney to be  
7 performed. For example, on June 14, 2007, Tiffany Green spent three-  
8 tenths of an hour responding to an email from a law clerk "re  
9 questions about Long Beach Case . . . and Section 1983 COA," which  
10 certainly entails attorney-level work. Similarly, on December 18,  
11 2008, Sage Reeves billed one-tenth of an hour in a telephone  
12 conference with the City's counsel Randall Fudge "re scheduling,"  
13 which also could require an attorney's experience, especially if the  
14 scheduling issue was disputed. On September 21, 2009, Sage Reeves  
15 billed two-tenths of an hour for "Legal research re filing with Court  
16 re need for settlement conference/extension," which again, is  
17 obviously attorney-level work. And several entries reflect work  
18 performed by Tiffany Green on retainer agreements, which also entails  
19 attorney skill.

20 Not every entry identified needed an attorney to perform it,  
21 however. For example, on July 2, 2007, Tiffany Green spent one-tenth  
22 of an hour emailing "Cessy Lauderdale - re videophone," which the  
23 Court suspects was intended to set up videoconferencing and required  
24 no attorney-level skill. On January 25, 2008, Tiffany Green billed  
25 .05 of an hour with the entry "Gave to SAC to be mailed off with a  
26 check for 20.00," which certainly could have been done by a non-  
27 attorney. Similarly, several times Ms. Green simply forwarded  
28 electronic notices sent by the Clerk's office when a document is

1 electronically docketed, yet she charged one-tenth of an hour each  
2 time. On June 3, 2009, Sage Reeves spent .2 of an hour drafting an  
3 "email to clients re mediation location and directions," which appears  
4 to entail nothing but logistics. And in September and October of  
5 2009, an unidentified attorney by the initials of "M.D." (who the  
6 court presumes is Matthew D. Strugar, who bills at \$400 per hour)  
7 spent half an hour "preparing" to mail declarations and cover letters  
8 to the named Plaintiffs, spent .6 of an hour compiling and assembling  
9 exhibits for the declaration of Barrett Litt, and spent .9 of an hour  
10 compiling documents for the fee motion and settlement approval, none  
11 of which required an attorney's skill, and especially not one at \$400  
12 an hour.

13 Rather than chronicle every improper entry here, the Court has  
14 reviewed the entries Mr. Jardini identified as "overhead" and deducts  
15 3.65 hours spent on clerical and administrative work that were  
16 improperly billed at attorney rates.<sup>8</sup>

17 Next, the City claims that the DRLC attorneys spent an excessive  
18 73.5 hours conferring among themselves and an excessive 56.6 hours  
19 conferring with MTO attorneys. Mr. Jardini proposes - without legal  
20 authority or factual support - that the 73.5 hours be reduced by half  
21 to 36.75 and the 56.6 hours be eliminated entirely.<sup>9</sup> The Court will  
22

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23 <sup>8</sup>The Court notes that, on June 10, 2008, a law clerk billed 6.3  
24 hours for "Discovery matter: indexed defendant's initial disclosures."  
25 That task could have reasonably required the expertise of a law clerk  
26 or paralegal, especially if some sort of summary or analysis of the  
documents was required. Thus, it was compensable at the law clerk  
rate of \$165 per hour.

27 <sup>9</sup>On the hours spent conferring with MTO attorneys, the Court only  
28 presumes Mr. Jardini proposes eliminating the hours entirely, based on  
the summary chart included in his declaration (Jardini Decl. ¶ 49)

(continued...)

1 not do so.

2       There is nothing inherently wrong with conferencing with co-  
3 counsel in a case; in fact, "conferences between attorneys to discuss  
4 strategy and prepare for oral argument are an essential part of  
5 effective litigation." McKenzie v. Kennickell, 645 F. Supp. 437, 450  
6 (D.D.C. 1986) ("Such supervision is necessary to avoid wasteful or  
7 disorganized efforts by inexperienced lawyers keeping fee claims  
8 within reasonable bounds."); see also Berberena v. Coler, 753 F.2d  
9 629, 632-33 (7th Cir. 1985) (finding compensable the hours attorneys  
10 "spent mostly in consultation, negotiation, and on the telephone,"  
11 which "were of key importance to obtaining the consent decree" in the  
12 case). Conferences are especially important in cases like this one,  
13 where more junior attorneys took the laboring oar while more senior  
14 attorneys supervised, because "meetings between junior and senior  
15 lawyers to discuss the progress of research and review completed  
16 assignments are reasonable and appropriate means to secure proper  
17 supervision and efficient staffing of large class actions cases such  
18 as this." McKenzie, 645 F. Supp. at 450.

19       Moreover, the total number of hours the City complains were  
20 excessively spent on consultation - 130.1 - amounts to just under  
21 twelve percent of the total 1102 hours spent. Given that the parties  
22 conducted only limited discovery, no motion work, and the case settled  
23 before going to trial, it is unremarkable that conferences accounted  
24 for this proportion of time. The City provides no cogent reason why

25

26

27       <sup>9</sup>(...continued)  
28 because his actual testimony in this section of his declaration is  
unintelligible (Jardini Decl. ¶¶ 43-44).

1 this amount of conferencing was excessive, and the Court finds none.<sup>10</sup>  
2 See Prison Legal News v. Schwarzenegger, 561 F. Supp. 2d 1095, 1104  
3 (N.D. Cal. 2008) (rejecting request to reduce fees by eight percent  
4 for excessive conferences because "Defendants have provided no  
5 evidence or argument that any conference was excessive or  
6 duplicative.").

7 Next, the City points out several entries it claims are the  
8 result of duplicative billing errors and requests a reduction of 10.3  
9 hours. The DRLC attorneys conceded that 3.7 hours were billed by  
10 Tiffany Green in error and half an hour was billed by Sage Reeves in  
11 error (and those deductions are already reflected in the 1102 hours  
12 sought by Plaintiffs). They argue that the other entries were correct  
13 for a simple reason: the same attorney can work on the same task at  
14 two separate times in a single day. Indeed, all the remaining  
15 "errors" that Mr. Jardini points out appear to fall within that  
16 category, and, in some instances, even reflect different amounts of  
17 time spent on the same task. The Court finds Plaintiffs' explanation  
18 reasonable and will not deduct the remaining 6.1 hours from the total  
19 hours spent.

20 Finally, the City argues that the DRLC spent an excessive number  
21 of hours drafting the settlement agreement in this case, which Mr.  
22 Jardini calculates at 46.4 hours. Mr. Jardini instead suggests that  
23 the proper number should be twenty-four hours because the settlement  
24 in this case was similar to the settlement agreement in a similar case  
25 litigated before this Court. See Valenzuela v. County of Los Angeles,

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26  
27 <sup>10</sup>Even the City's own expert, Mr. Jardini, opined in another case  
28 that conferences among co-counsel are not unreasonable, but beneficial  
to a case. (Parks Reply Decl., Ex. E at 7-8.)

1 No. CV 02-902 ABC (JWJx).

2 The Court rejects the request for several reasons. First, Mr.  
3 Jardini provides no explanation of how he arrived at the 46.4 hours,  
4 so the Court cannot tell whether that number accurately reflects only  
5 hours spent on drafting, or included hours spent on any other tasks  
6 related to the settlement agreement, such as research, conferences,  
7 consultation with clients, etc., and these tasks were obviously unique  
8 to this case. Second, while Mr. Jardini suggests that the hours were  
9 excessive because the DRLC attorneys could have simply copied portions  
10 of the settlement agreement in Valenzuela, Plaintiffs submit a  
11 detailed declaration from DRLC attorney Shawna Parks explaining that  
12 the negotiations over the contents of the settlement agreement here  
13 reflected "the needs of this case, including operational aspects of  
14 the LBPD, the specific problems encountered by people who are deaf or  
15 hard of hearing and who have interacted with the LBPD, and advances in  
16 technology since the Valenzuela settlement." (Parks Reply Decl. ¶ 6.)  
17 The Court has reviewed the two agreements and notes that the  
18 settlement agreement here was not simply a carbon copy of the  
19 settlement in Valenzuela and it is unsurprising that the parties spent  
20 a substantial amount of time finalizing it. (Parks Reply Decl. ¶¶  
21 7-9.) Thus, the Court declines to subtract any hours for this work.

22 c. Total Hours Deducted

23 The Court concludes that Plaintiffs reasonably spent 1080.25  
24 hours on the case, which reflects the following deductions from  
25 Plaintiffs' proposed 1102 hours:

- 26 • - 12.4 hours spent by MTO associate Kristina Wilson on  
27 drafting the complaint;
- 28 • - 3.7 hours spent by MTO associate Kristina Wilson to  
prepare for and attend the April 27, 2009, deposition;

- - 2 hours spent by DRLC attorney Tiffany Green on the complaint; and
- - 3.65 hours spent as clerical and administrative work, 1.45 of which was billed by Tiffany Green, .2 billed by Sage Reeves, and two of which were billed by attorney Matthew D. Strugar.

4. Total Lodestar Amount

Based on the above analysis, the Court calculates the lodestar amount as \$421,458.75, which is broken down as follows:

Attorney	Year of Graduation	Rate	Hours	Fees	Notes
<b>DRLC</b>					
Shawna L. Parks	1999	\$525	99.00	\$51,975.00	
Sage Reeves	2001	\$475	263.20	\$125,020.00	Reflects .2 hour reduction
Tiffany Green	2005	\$375	221.95	\$83,231.25	Reflects 3.45 hour reduction
Matthew Strugar	2004	\$400	7.60	\$3,040.00	Reflects 2 hour reduction
Law Clerks		\$165	81.80	\$13,497.00	
<b>Subtotal DRLC</b>			673.55	\$276,763.25	
<b>MTO</b>					
Kristina Wilson	2006	\$350	247.50	\$86,625.00	Reflects 16.1 hour reduction
Bethany Woodard	2005	\$395	118.70	\$46,886.50	
Robert Dell Angelo	1992	\$550	9.90	\$5,445.00	
Law Clerks/Support Staff		\$65 to \$220	30.60	\$5,739.00	
<b>Subtotal MTO</b>			406.70	\$144,695.50	
<b>Total Lodestar</b>			1080.25	\$421,458.75	

**B. Use of a Multiplier**

Plaintiffs seek to apply a multiplier of 1.5 to the lodestar amount under California law "to account for the contingent risk of the litigation and the extraordinary results achieved." Even though a multiplier is not available under federal fee-shifting statutes based



1 upon the contingency nature of a case, the Ninth Circuit has held that  
2 when a plaintiff is entitled to fees for both federal and California  
3 state claims, a federal court may apply a contingency multiplier under  
4 California law. See Mangold v. Cal. Pub. Util. Comm'n, 67 F.3d 1470,  
5 1478-79 (9th Cir. 1995).<sup>11</sup> To determine whether a multiplier is  
6 appropriate, the Court considers factors similar to those considered  
7 under federal law, such as "the novelty and difficulty of the issues  
8 presented, the quality of counsel's services, the time limitations  
9 imposed by the litigation, the amount at stake, and the result  
10 obtained by counsel." City of Oakland v. Oakland Raiders, 203 Cal.  
11 App. 3d 78, 83, 249 Cal. Rptr. 606, 609 (Ct. App. 1988).

12 While this case involves important issues and Plaintiffs obtained  
13 substantial relief, Plaintiffs are not entitled to a multiplier. The  
14 case was not particularly difficult, given that the parties never  
15 needed to litigate applicable legal standards and the city all but  
16 conceded liability at the outset of the lawsuit. Likewise, the DRLC  
17 has reached settlements in at least two other similar cases against  
18 municipalities. (Parks Decl. ¶ 9.) Furthermore, the lion's share of  
19 the work in this case was spent on negotiating a settlement agreement.  
20 Negotiations began early in the case and enabled the parties to avoid

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21  
22 <sup>11</sup>Even under federal fee-shifting statutes, the Court may adjust  
23 the lodestar in light of additional considerations, including the  
24 results obtained. Hensley, 461 U.S. at 434. However, a "strong  
25 presumption" exists that the lodestar figure represents a "reasonable  
26 fee" and should be enhanced only in "rare and exceptional cases."  
27 Pennsylvania v. Delaware Valley Citizens' Council for Clean Air, 478  
28 U.S. 546, 565 (1986). To overcome the strong presumption that the  
basic fee is reasonable, the fee applicant bears the burden of coming  
forward with "specific evidence" that the lodestar amount is  
unreasonably low. See Van Gerwen v. Guarantee Mut. Life Co., 214 F.3d  
1041, 1045 (9th Cir. 2000) (citing Delaware Valley, 478 U.S. at 565).  
This showing must be based on factors not already subsumed in the  
lodestar calculation. Id.

1 motion work and most discovery. Counsel was certainly well-equipped  
2 to bring the case to a favorable resolution for Plaintiffs and the  
3 class, but the reasonable hourly rates to which Plaintiffs' attorneys  
4 are entitled more than adequately account for the quality of counsel's  
5 representation. See Morales, 96 F.3d at 363-64 (noting that the Court  
6 may adjust lodestar figure "on the basis of the Kerr factors that are  
7 not already subsumed in the initial lodestar calculation."). The  
8 Court also appreciates that Plaintiffs' counsel may have had to forego  
9 some other clients to pursue this case, but once again that fact is  
10 adequately reflected in the lodestar amount. See id.

11 Plaintiffs cite Beasley v. Wells Fargo Bank, 235 Cal. App. 3d  
12 1407, 1419, 1 Cal. Rptr. 2d 459, 466 (Ct. App. 1991), overruled on  
13 other grounds by Olson v. Auto. Club of S. Cal., 42 Cal. 4th 1142,  
14 1151, 74 Cal. Rptr. 3d 81, 87 (2008), to argue that the purpose of  
15 using a contingency risk multiplier "is to compensate for the risk of  
16 loss generally in contingency cases as a class," (emphasis in  
17 original), and such a risk is present in disability class action cases  
18 (Parks Decl. ¶¶ 34-37; Stormer Decl. ¶ 15). Yet, the DRLC has brought  
19 several cases involving deaf or hard-of-hearing individuals against  
20 public entities and those cases have settled, suggesting the risks in  
21 these specific types of cases are not so high that a multiplier is  
22 necessary to assure class action plaintiffs obtain representation.<sup>12</sup>

23 The Court has already calculated the lodestar amount at over  
24 \$400,000, more than twice the amount of fees to which the DRLC agreed  
25 in the Valenzuela case. The Court recognizes that the settlement here

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26  
27 <sup>12</sup>The Court notes as well that the lodestar amount of fees,  
28 including any enhancement, assessed against the City would fall on the  
taxpayers. See Serrano v. Priest, 20 Cal. 3d 25, 49, 141 Cal. Rptr.  
315, 328 (1977).

1 was harder-fought than the one in Valenzuela and some of the issues  
2 raised in this case were different from those in Valenzuela, but those  
3 differences are adequately reflected in the lodestar. Applying a  
4 multiplier on top of that is unwarranted.

5 **C. Reasonable Costs**

6 Plaintiffs also seek reimbursement for costs expended in the  
7 litigation in the amounts of \$2,367.25 to the DRLC and \$8,011.70 to  
8 MTO. (Parks Decl., Ex. A.) The City does not dispute that Plaintiffs  
9 are entitled to costs generally. See 42 U.S.C. § 12205; Cal. Code  
10 Civ. Proc. § 1032(b). Nor does the City dispute that the DLRC should  
11 recover the full \$2,367.25 it seeks. Thus, the Court awards the DRLC  
12 its full \$2,367.25 in costs.

13 The City does dispute the amount sought by MTO, however.<sup>13</sup> Mr.  
14 Jardini identifies two possible duplicate entries on the costs billing  
15 records submitted by MTO: (1) a duplicate charge of \$30 for a filing  
16 fee on June 25, 2008; and (2) a duplicate charge on March 10, 2009,  
17 for a court reporter for a deposition to occur on April 27, 2009. As  
18 to the first charge, it appears that the entries were not for "filing  
19 fees," but each was for a "Certified Case Records Request" to the  
20 Superior Court. It is possible that these two entries are not  
21 duplicates, but two separate requests. But Plaintiffs were unable to  
22 respond to the City's argument because they belatedly filed a notice  
23 of errata and supplemental submission to which the City appropriately  
24 responded after briefing had otherwise concluded. Therefore, the

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26 <sup>13</sup>In their initial request, Plaintiffs omitted the itemized list  
27 of costs for MTO. Following the City's filing of its opposition,  
28 Plaintiffs recognized the error and filed an errata including the  
missing information. The City then filed a supplemental declaration  
from Mr. Jardini analyzing the costs.

1 Court accepts the City's explanation and subtracts \$30 from MTO's  
2 costs.

3 MTO's costs billing records also include a duplicate charge for a  
4 court reporter at a deposition on April 27, 2009. MTO's records  
5 reflect that Kristina Wilson paid \$1,143.22 to Barkley Court Reporters  
6 on March 10, 2009, in advance of a deposition scheduled on April 27,  
7 2009. A second entry on July 23, 2009, reflects that MTO attorney  
8 Bethany Woodard also paid \$1,143.22 to Barkley Court Reporters for a  
9 deposition on April 27, 2009. Both entries share the same invoice  
10 number of 368523 and nothing in the entries indicates that they were  
11 intended to be separate payments. Again, because Plaintiffs' notice  
12 of errata and the City's response came after the close of briefing and  
13 Plaintiffs provided no explanation of the duplication, the Court can  
14 only conclude that these entries were in fact duplicative. Thus, the  
15 Court subtracts \$1,143.22 from MTO's costs and awards a total of  
16 \$6,838.48 in costs expended by MTO.<sup>14</sup>

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25 <sup>14</sup>Mr. Jardini also renews his opinion that MTO's involvement in  
26 the case was unnecessary and duplicative, and therefore subtracts  
27 costs from MTO's costs billing records to arrive at a total of  
28 \$5,072.54. For the reasons discussed supra, the Court rejects his  
position that MTO attorneys were entirely unnecessary to the case and  
declines to subtract any costs on that basis.

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**C. Fees for the Fees Motion**

Plaintiffs also seek fees for the time spent on the fees motion:

Attorney	Year of Graduation	Rate	Hours	Fees
<b>DRLC</b>				
Shawna L. Parks	1999	\$525	35.10	\$18,427.50
Matthew Strugar	2004	\$400	21.50	\$8,600.00
<b>Subtotal DRLC</b>			56.60	\$27,027.50
<b>MTO</b>				
Kristina Wilson	2006	\$350	23.80	\$8,330.00
Bethany Woodard	2005	\$395	36.60	\$14,457.00
Robert Dell Angelo	1992	\$550	2.20	\$1,210.00
<b>Subtotal MTO</b>			62.60	\$23,997.00
<b>Total Requested</b>			119.2	\$51,024.50

The City does not dispute that Plaintiffs may recover fees for work done in litigating attorney's fees. See, e.g., Thompson v. Gomez, 45 F.3d 1365, 1366 (9th Cir. 1995). The City also does not dispute the amount presented by Plaintiffs of \$27,027.50 for DRLC attorneys and \$23,997.00 for MTO attorneys, for a total of \$51,024.50.

The Court nevertheless feels compelled to reduce the amount of fees incurred on the fees motion by 10% for time spent on a frivolous dispute over the date of the hearing on this motion. The Court may, in its discretion, shave up to 10% off the fees sought without reviewing and commenting on billing records entry-by-entry. See In re Smith, 586 F.3d 1169, 1174 (9th Cir. 2009); Moreno, 534 F.3d at 1112. That includes deducting excessive hours spent on a fees motion. See Anderson v. Dir., Office of Workers Compensation Programs, 91 F.3d 1322, 1325 (9th Cir. 1996).

1 Plaintiffs originally filed this motion on November 23, 2009 and  
2 noticed the hearing for December 14, 2009. On December 1, 2009, the  
3 parties filed a stipulation with the Court purporting to move that  
4 hearing date. The stipulation did not clearly indicate which party  
5 drafted it (the document contained the City's counsel's caption, but  
6 the docket indicates that Plaintiffs' counsel filed it), but it was so  
7 deficient that the Court not only denied it, but made clear its  
8 displeasure with the parties' failures. (Docket No. 55.) The Court  
9 did, however, grant the parties the opportunity to refile it properly.

10 That should have been the end of the matter. But apparently the  
11 parties could no longer agree on the new hearing date, due in no small  
12 part to the Plaintiffs' obstinance. (See Docket No. 56.) To protect  
13 its interests in opposing the fees motion, on December 4, 2009, the  
14 City filed an ex parte application to set the new hearing date. In  
15 response, Plaintiffs' counsel filed a notice of non-opposition. They  
16 claimed the City acted prematurely in filing the ex parte application,  
17 but the City was right to act promptly, as the Court had already  
18 pointed out that the City missed the previous deadline to file its  
19 opposition to the fees motion, which could have resulted in forfeiture  
20 of any chance to oppose. (See Docket No. 55.) Plaintiffs never  
21 provided a good explanation as to why they had not simply worked with  
22 the City's counsel to file a new stipulation. The Court finds that  
23 the work spent on this motion practice - which the Court calculates at  
24 approximately 10% of the total work done on the fees motion - was  
25 unnecessary and unreasonable.

26 Moreover, even if the motion work were not unnecessary, the hours  
27 spent on it were grossly excessive. The Court need not - and will not  
28 - chronicle every excessive hour, but a few entries are worth noting.



1 For example, on December 7, 2009, the date the non-opposition to the  
2 ex parte application was filed, MTO associate Kristina Wilson spent  
3 2.6 hours, for a total cost of \$910, drafting the "notice of non-  
4 opposition to defendant's ex parte application to continue hearing  
5 dates; revise and file notice of non-opposition to defendants' ex  
6 parte motion to continue hearing dates." On the same date, MTO  
7 attorney Bethany Woodard also spent some part of one hour, at a cost  
8 of \$395, conferencing regarding the non-opposition, as well as  
9 revising a draft of it. And then DRLC attorney Shawna Parks spent .4  
10 hours, at a cost of \$210, "receiv[ing] and review[ing] draft non-opp  
11 to briefing schedule on fees motion, edits to same." The Court can  
12 conceive of no justification for spending four hours at a total cost  
13 of over \$1,500 on a document that should have been one line (maybe two  
14 if Plaintiffs felt compelled to explain their position) indicating  
15 Plaintiffs did not oppose the City's request.

16 Similarly, MTO attorneys spent 3.6 hours on December 4, 2009, at  
17 a cost of \$1,350, conferencing with each other and with opposing  
18 counsel, and researching the law on ex parte applications. Again, the  
19 Court can identify no reason why MTO associates spent nearly four  
20 hours discussing and researching the ex parte application that asked  
21 for relief that Plaintiffs had previously agreed to.

22 The Court has reviewed the billing records for the motion work  
23 and concludes that a 10% reduction from Plaintiffs' requested fees on  
24 the fees motion is warranted, for a total reasonable award of  
25 \$45,922.05. Of that, \$24,324.75 goes to MTO and \$21,597.30 goes to  
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1 the DRLC, which is proportionate to each firm's share of the original  
 2 total fee amount requested.<sup>15</sup>

3 **III. CONCLUSION**

4 Based on the above analysis, the Court finds that Plaintiffs are  
 5 the prevailing parties entitled to reasonable attorney's fees and  
 6 costs. The Court further finds that Plaintiffs' counsel's hourly  
 7 rates are reasonable and, after taking the deductions from the total  
 8 hours as noted above, finds the hours spent were reasonable. The  
 9 Court denies Plaintiffs' request to apply a multiplier. The Court  
 10 also awards reasonable costs to Plaintiffs, except those deducted  
 11 above, and awards Plaintiffs the fees spent in connection with the  
 12 fees motion with a 10% reduction. Thus, the Court AWARDS Plaintiffs  
 13 the reasonable fees and costs in the amount of \$476,586.53, which  
 14 breaks down as follows:

<b>DRLC Lodestar Fees</b>	\$276,763.25	<b>MTO Lodestar Fees</b>	\$144,695.50
<b>DRLC Fees on Fees</b>	\$21,597.30	<b>MTO Fees on Fees</b>	\$24,324.75
<b>DRLC Costs</b>	\$2,367.25	<b>MTO Costs</b>	\$6,838.48
<b>DRLC Total</b>	\$300,727.80	<b>MTO Total</b>	\$175,858.73
<b>Total Award</b>	\$476,586.53		

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27 <sup>15</sup>In other words, MTO's share of the original \$51,024.50 was  
 28 \$27,027.50, or 53%, and the DRLC's share was \$23,024.50, or 47%. The Court has used those same proportions to determine the reduced award for each firm.

1 Plaintiffs are ordered to lodge with the Court **within 10 days of**  
2 **the date of this Order** a proposed order that reflects the Court's  
3 ruling.<sup>16</sup>

4 **IT IS SO ORDERED.**

*Audrey B. Collins*

6 DATED: January 11, 2010

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7 AUDREY B. COLLINS  
8 UNITED STATES DISTRICT CHIEF JUDGE

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25 <sup>16</sup>In conjunction with this Order, the Court has also signed the  
26 proposed Order granting preliminary approval of the class action  
27 settlement and class certification. The parties should treat this  
28 Order as triggering paragraphs 9 and 10 of that Order for issuing  
class notice, for filing any counsel objections, and for calculating  
the hearing date on the final approval of the settlement,  
notwithstanding the Court's request here that Plaintiffs file a  
conforming proposed order on the attorney's fees and costs award.

# **EXHIBIT**

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JUAN GAMINO, individually and as  
class representative; KATHY  
CONLEY, individually and as class  
representative; ED FERREL,  
individually and as class representative,

Plaintiffs,

v.

COUNTY OF VENTURA;  
VENTURA COUNTY SHERIFF BOB  
BROOKS, individually and in his  
capacity as Sheriff of Ventura County;  
DOES 1-10,

Defendants.

CASE NO. CV-02-9785 CBM (Ex)

**ORDER AWARDING CLASS  
COUNSEL ATTORNEYS' FEES  
AND COSTS**

The matter before the Court is Plaintiffs' Motion for Attorneys' Fees (the "Motion"). Upon consideration of the papers and arguments presented, the Court GRANTS Plaintiffs' Motion.

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## BACKGROUND

This case is a class action on behalf of new arrestees booked into in the Ventura County Jail charged with violations of California Health and Safety (“H&S”) Code §11550, who were strip searched pursuant to the then policy of the Ventura County Jail to do so without individualized suspicion. The case was settled on terms enumerated in the Preliminary Approval Order and documents attached thereto, and those terms will not be repeated here.

The custom and practice that was the basis of this lawsuit was ceased as a result of the litigation in the related action, *Way v. County of Ventura*, 445 F.3d 1157 (9<sup>th</sup> Cir. 2006) (hereafter *Way*) and this case. *Way* was an individual plaintiff case, also before this Court. *Gamino* was filed separately after *Way*, as a class action. After favorable decisions in this Court and the Ninth Circuit, granting summary judgment to plaintiff *Way* on liability, *Way* was settled for a total of \$575,000. Of that amount, \$500,000 was for fees and costs, and the remainder was for the plaintiff.

This case subsequently settled, after extensive mediation efforts. The Court approved the settlement at a hearing held on February 2, 2009. [Doc. No. 182.] Under the settlement, defendants would pay sums to class representatives, and various sums to class members who file claims, and would pay for the cost of class administration. In addition, defendants would pay \$1,400,000 in attorneys’ fees and costs, subject to the approval of this Court.

Plaintiffs filed a motion for attorneys’ fees seeking the \$1,400,000 award agreed to, based on both a class fund theory and a lodestar with a multiplier theory. For the reasons stated below, the Court awards Plaintiffs’ counsel \$1,400,000 in attorneys’ fees and costs.

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### LEGAL STANDARD

It is well settled in the Ninth Circuit that, “[i]n a common fund case, the district court has discretion to apply either the lodestar method or the percentage-of-the-fund method in calculating a fee award.” *Fischel v. Equitable Life Assurance Soc’y of the U.S.*, 307 F.3d 997, 1006 (9th Cir.2002). “Reasonableness is the goal.” *Id.* at 1007. To calculate an award of reasonable attorney’s fees, courts use the lodestar formulation set forth in *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983), which instructs the court to take the number of hours reasonably expended on the litigation and multiply it by a reasonable hourly rate. In determining the “lodestar figure,” courts must consider the *Kerr* factors:

- (1) the time and labor required, (2) the novelty and difficulty of the questions involved, (3) the skill requisite to perform the legal service properly, (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) time limitations imposed by the client or the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the “undesirability” of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases.

*Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975).

### DISCUSSION

#### A. The Time and Labor Expended By Counsel

Counsel efforts in litigating this case were substantial. The work performed included: 1) extensive investigation of the underlying circumstances, including speaking with scores of class members; 2) preparation of the complaint; 3) the Rule 26 conference and report; 4) three requests for production of documents; 5) extensive analysis of documents produced; 6) three set of interrogatories; 7) 12 depositions; 8) three discovery motions; 9) a motion to compel Sheriff Brooks’ deposition; 10) three summary judgment motions; 11) two published appeals in *Way* (one remanding because appealed order was not final for purposes of appeal, and the second upholding this Court’s grant of summary judgment to Plaintiff



1 Way); 12) preparation and mailing of first class notice (pre-settlement); 13)  
2 handling of hundreds of class members' calls after mailing of first class notice; 14)  
3 retention of data consultants and extensive analysis of computerized jail data; 15)  
4 list of charges qualifying as charges of violence, weapons or drugs for purposes of  
5 the different levels of class claims; 16) three days of unsuccessful mediation efforts  
6 with Ret. Magistrate Judge Edward Infante (including multiple mediation  
7 sessions); 17) four mediation sessions with Magistrate Judge Charles Eick;  
8 18) preparation of a 14-page mediation letter in anticipation of mediation with  
9 Ret. United States District Judge Raul Ramirez; 19) two days of mediation sessions  
10 with Judge Ramirez; 20) and negotiation and preparation of settlement documents,  
11 including settlement agreement, preliminary and final approval orders, class notice  
12 and claim forms.  
13

14 In summary, the time and efforts expended by Class Counsel were extensive  
15 and involved all that occurs in a case that is being prepared for trial.

16 **B. The Novelty and Difficulty of the Issues and Counsel's Skill**

17 The issues involved in this case involve complex issues of constitutional law  
18 in an area where considerable deference is given to jail officials, as the Ninth  
19 Circuit recognized in the partial summary decision in this case. *See Way v. County*  
20 *of Ventura, supra*, 445 F.3d at 1161 (9th Cir.2006) ("We recognize the difficulty of  
21 operating a detention facility safely, the seriousness of the risk of smuggled  
22 weapons and contraband, and the deference we owe jail officials' exercise of  
23 judgment in adopting and executing policies necessary to maintain institutional  
24 security."); *see also Craft v. County of San Bernardino*, 468 F.Supp.2d 1172,  
25 1176 (C.D.Cal. 2006) (quoting *Way*).

26 The *Way* case, which provided the legal foundation for the settlement here  
27 (as the parties stipulated that the outcome of *Way* would govern liability here),  
28 involved difficult questions of constitutional law. A good snapshot of the state of

1 the law at the time is contained in *Way v. County of Ventura*, 445 F.3d 1157, 1159  
2 (9th Cir.2006), where the Court provided the following summary:

3 Way brought this civil rights action ... alleging that they violated her  
4 civil rights under the Fourth and Fourteenth Amendments by  
5 subjecting her to a body cavity search following her arrest. The parties  
6 both filed motions for summary judgment. The district court held that  
7 the search violated *Way's* constitutional rights because individualized  
8 suspicion is required for arrestees who are not admitted to the general  
9 jail population. It denied qualified immunity to Brooks and Hanson on  
10 the basis of *Giles v. Ackerman*, 746 F.2d 614, 616-17 (9th Cir.1984)  
11 (per curiam), *overruled on other grounds by Hodgers-Durgin v. de la*  
12 *Vina*, 199 F.3d 1037, 1040 n.1 (9th Cir.1999) (en banc); *Kennedy v.*  
13 *Los Angeles Police Dep't*, 901 F.2d 702, 711 (9th Cir.1990) (as  
14 amended), *implied overruling on other grounds recognized by Act*  
15 *Up!/Portland v. Bagley*, 971 F.2d 298, 301 (9th Cir.1992); and *Fuller*  
16 *v. M.G. Jewelry*, 950 F.2d 1437, 1446 (9th Cir.1991), holding that a  
17 reasonable officer reviewing Ventura's policy and the established law  
18 would have recognized that the Sheriff Department's policy was  
19 unconstitutional because it did not further any legitimate penological  
20 interests. That ruling is the subject of this appeal.

21 What was distinct about this case and the *Way* case was that it involved strip  
22 searches of arrestees charged with a drug offense. The Ninth Circuit had ruled long  
23 before that the involvement of drugs supplied reasonable suspicion for a strip  
24 search. *See, e.g., Thompson v. City of Los Angeles*, 885 F.2d 1439, 1447 (9th Cir.  
25 1989) (reasonable suspicion may be supplied by the nature of the charge).

26 Thus, the plaintiff in *Way* had to prevail on the argument that being under  
27 the influence of drugs was fundamentally different in kind from possession or  
28 trafficking in drugs and did not provide reasonable suspicion for a strip search.  
Plaintiff succeeded in that contention, paving the way for the current settlement.  
*See Way*, 445 F.3d at 1162 ("We cannot see how the charge of being under the  
influence of a drug necessarily poses a threat of concealing (and thereby using or  
trafficking) additional drugs in jail during the limited time between booking and  
bail, or booking and placement in the general population. If not, it was  
unreasonable to assume that *Way* harbored drugs in some cavity or other.").  
Plaintiff ultimately prevailed before the Ninth Circuit, which acknowledged it had  
never directly addressed the issue in deciding that the Sheriff was entitled to

1 qualified immunity. *Id.* (“we had never previously addressed the constitutionality  
2 of a body cavity search policy premised on the nature of this or any other drug  
3 offense. More importantly, we had held that the nature of the offense alone may  
4 provide reasonable suspicion [citation omitted], and twice pointed to charges  
5 involving drugs, contraband and violence as the kind of offense that might give  
6 rise to reasonable suspicion.”).

7  
8 In addition, properly handling the data in cases of this type requires a high  
9 degree of sophistication. In cases like this, proper use of the data is the factual key  
10 to the case (along with establishing the policies or customs being challenged,  
11 which occurred during the *Way* case). It is through the data that members of the  
12 class are identified. This is usually a sophisticated process, requiring counsel  
13 familiar with both the facts of the case and how to use the data. Jail data is not  
14 configured to straightforwardly answer the questions for which answers are needed  
15 to determine class composition. Code has to be written to take all of those factors  
16 into account. Then the analysis has to be discussed between Plaintiffs and  
17 Defendants, in order to work out agreement on the data issues. All of this occurred  
18 here.

19 There are relatively few attorneys qualified to handle the data issues in a  
20 case such as this to the maximum degree of effectiveness. When Mr. Barrett Litt  
21 came into the case, Plaintiffs had not yet undertaken an independent data analysis.  
22 After Mr. Litt’s entry, data consultants he had used previously analyzed all the  
23 data. As a result, the class list changed. In addition, an entire group of individuals  
24 were identified for whom no determination could be made based on the available  
25 data as to whether they were strip searched. This is because, for the earlier part of  
26 the class period, the data only captured the lead charge, but there may have been a  
27 secondary §11550 charge on the basis of which the arrestee was strip searched.  
28

1 The solution to this problem was developed through the use of the Possible Class  
2 Member mailing.

3 **C. The Risks Of Non-Payment Assumed By Counsel and Preclusion**  
4 **of Other Employment**

5 Plaintiffs' counsel faced a substantial risk of non-payment, in part because  
6 counsel took this case on a contingency fee basis. Obviously, the County had the  
7 resources to pay a judgment. However, the risk lay in establishing that the  
8 County's policies were illegal. As discussed previously, strip search litigation in  
9 general is inherently risky because of the deference given jail officials, and because  
10 there is a split in circuits developing. Seeking large amounts of money from  
11 government entities always carries risks of politics entering into the equation.

12 Declarations filed in support of Plaintiffs' motion for attorneys' fees from  
13 experienced class and civil rights lawyers noted several particular difficulties in  
14 litigation of this kind, including 1) particular challenges and expertise exist to  
15 establish a policy or custom under *Monell v. Dept. Soc. Serv.*, 436 U.S. 658, 690  
16 (1978); 2) great deference is given to jails in addressing security issues; 3) the law  
17 often differs from circuit to circuit; and 4) there is a greater risk than normal that  
18 the whole legal landscape could change by virtue of a change in the law,  
19 particularly if the Supreme Court addresses the issue (which it has not done in the  
20 area of strip searches of pre-trial detainees since *Bell v. Wolfish*, 441 U.S. 520  
21 (1979), almost 30 years ago. The Court agrees that all of these reflect risks for  
22 Plaintiffs' counsel in pursuing litigation of this type.

23 Class counsel, particularly Mr. Earnest Bell, declined substantial other work  
24 to pursue this case. These two cases combined (*Way* and *Gamino*) spanned many  
25 years when the outcome was uncertain. Over 2000 hours were devoted to the  
26 combined *Way* and *Gamino* cases.

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**D. The Result Obtained For The Class**

This case was hard fought. The *Way* case, in which the key merits issues were fought out, went through extensive briefing in this Court and the Ninth Circuit. The Plaintiffs were individuals of little means. All the work was performed on a contingent fee basis. The settlement was the result of arm's length negotiations entered only after Plaintiff won the *Way* case. Even then it required over a year of settlement efforts, and the addition of Mr. Litt to Plaintiffs' attorney team, to reach a settlement.

The financial terms of the settlement are very favorable to class members. Those not charged with crimes of violence or involving other drug charges receive \$2300 for a first offense and \$700 for a second offense. This is considerably higher than the average recovery in other strip search class actions. (*See* B. Litt Dec. at ¶ 35, [Doc. No. 176], filed concurrently with Plaintiffs' Motion.) While this is partly explained by the scale of the other cases compared to this one, the fact remains that class members are receiving very favorable payments. In addition, even those charged with other drug charges or crimes of violence are participating in the settlement, even though the law in this Circuit is that such charges provide reasonable suspicion to strip search pre-arraignment arrestees. All of this is due exclusively to Class Counsel's efforts.

Nor can the results in this case be judged solely by the monetary component of the settlement. As a result of the combined *Way* and *Gamino* litigation, the County long ago ceased all of the strip search practices addressed in this settlement. That is a major accomplishment, particularly in light of the standing limitations imposed on such cases. Thus, as a result of Class Counsel's efforts, tens of thousands of future inmates have been spared the "embarrassing and humiliating experience", and "extensive intrusion on personal privacy", that a strip



1 search, "regardless of how professionally and courteously conducted", necessarily  
2 entails. *Hunter v. Auger*, 672 F.2d 668, 674 (8th Cir.1982).

3 **E. Experience, Reputation and Ability of Class Counsel**

4 Class Counsel are highly experience litigators in the fields of civil rights and  
5 class actions. Mr. Litt is widely known as one of the foremost civil rights attorneys  
6 in California, having a particular expertise in civil rights class actions and other  
7 complex multi-party civil rights cases, especially law enforcement class actions.  
8 He has both spoken and published on the issue of strip search and law enforcement  
9 class actions at some length, and is counsel in several other pending class actions,  
10 both in California, and in other parts of the country (Washington, D.C., Baltimore  
11 and Atlanta). In addition, he has several \$1 Million plus civil rights trial verdicts,  
12 including a \$22.5 Million verdict against the City of Long Beach, which is the  
13 largest Fair Housing verdict on record. He has settled three strip search class  
14 actions for eight figure sums, aside from this one. (See Dec. of B. Litt at ¶¶ 1-12,  
15 and his curriculum vitae attached as Exhibit 1.)

16  
17 Mr. Bell is an experienced civil rights litigator, who has practiced primarily  
18 in Ventura County, and has been the most prominent plaintiffs' police abuse  
19 attorney in Ventura County for many years. He litigated the *Way* case through the  
20 Ninth Circuit and settlement. In addition, Mr. Bell litigated the first part of the  
21 *Gamino* case and brought in Mr. Litt when he determined that the settlement  
22 process would be aided by a civil rights lawyer experienced in class actions.

23 **F. The Reaction Of The Class**

24 The reaction of the class was very favorable. There were no objections to  
25 the settlement. There were only five opt-outs (which is approximately 1/10 of 1%).  
26 Over 1000 Claim Forms were timely filed.

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**G. \$1,400,000 Is A Reasonable Fee In This Case**

In this case, Plaintiffs' counsel seek an award of \$1.4 Million, in addition to the \$500,000 received in the *Way* case. This encompasses both fees and costs. (Costs are relatively modest, totaling under \$15,000, which includes all the specialized data work performed by consultants retained by Plaintiffs.) The table below reflects the lodestar calculation for Plaintiffs' counsel's work in this case.

Attorney	Hourly Rate	Hours	Total
Earnest Bell	\$600	1,602.50	\$961,500.00
Barrett S. Litt	\$750	187	\$140,250.00
Charla Gray	\$275	5.3	\$1,457.50
Julia White	\$235	37	\$8,695.00
<b>Total</b>			<b>\$1,111,902.50</b>

The rates used here are reasonable. Mr. Bell and Mr. Litt have been attorneys since 1988 and 1970, respectively. (Dec. of B. Litt at ¶ 3; Dec. of E. Bell at ¶ 2, attached as Exhibit 2 to Dec. of B. Litt.) Combined, they have 60 years' litigation experience. Mr. Bell, an attorney with 21 years' experience, is the leading plaintiffs' police practices civil rights attorney in Ventura County. (Dec. of E. Bell at ¶¶ 2, 5.) Over the last several years, police misconduct cases have comprised about 90% of his practice. (*Id.* at ¶ 5.) Mr. Litt has 38 years' experience and for the last 25-30 years has focused his practice on complex civil litigation in the areas of constitutional law, civil rights law, class action litigation and complex multi-party litigation. (Dec. of B. Litt at ¶ 3.) In the area of class actions against jails for violation of civil rights involving strip searches, specifically, Mr. Litt is considered one of the leading plaintiffs' lawyers in the country. (*Id.* at ¶ 8.) The rates used by Mr. Bell and Mr. Litt are comparable to Los Angeles market rates for complex litigation. (*See id.* at ¶¶ 10-21; Dec. of E. Bell at ¶ 11.)

In addition, numerous declarations have been filed that were submitted in *Craft v. County of San Bernardino*, 2008 WL 916965 (C.D.Cal. April 01, 2008),



1 establishing the reasonableness of these rates, and those declarations are a year out  
2 of date. Mr. Litt also submitted a declaration establishing that his then current  
3 rates have frequently been awarded by courts, and that the rates here reflect his  
4 firm's current rates.

5 In *Craft*, District Judge Stephen Larson, using 2007 rates, found that "rates  
6 ranging from a high of \$725 per hour for Mr. Litt to a low of \$275 for 2006  
7 graduates, as well as law clerk rates of \$200 per hour and paralegal rates from a  
8 low of \$110 to a high of \$225 per hour" were "supported by numerous  
9 declarations... establish[ing] that the hourly rates set are similar to those for  
10 attorneys of comparable skill and experience at the rates paid for complex federal  
11 litigation" and that "the rates sought are reasonable and reflect the market for  
12 attorneys of comparable skill, experience and expertise in complex federal  
13 litigation." *Craft*, 2008 WL 916965 at 9. Judge Larson also noted that it "was  
14 Congress' intent for civil rights cases [to use the standard of complex litigation in  
15 setting civil rights fee rates]. See *City of Riverside v. Rivera*, 477 U.S. 561, 575-  
16 576 (1986) (quoting Senate Report, at 6, U.S. Code Cong. & Admin. News 1976,  
17 p. 5913, *supra*, (Congress intended civil rights fees to be comparable to that for  
18 'other types of equally complex Federal litigation, such as antitrust cases')." *Id.*

19 Plaintiffs anticipate that the lodestar will increase by approximately  
20 \$100,000 plus in the course of the remaining work on the case, including work  
21 between now and the settlement and work over the ensuing period through the final  
22 distribution of the funds. (The post-settlement work is expected to be somewhat  
23 extensive due to the process of deciding issues such as which possible class  
24 members are in fact class members, lien issues and the like). Thus, the total  
25 lodestar is approximately \$1.2 Million. The total fee award, including the  
26 \$500,000 awarded in *Way*, is \$1.9 Million, which would result in a multiplier of  
27 approximately 1.6 (\$1.2M x 1.6 = \$1.9M).  
28

1 This is a modest multiplier. Many class action cases have authorized far  
2 higher multipliers. *See, e.g., Craft v. County of San Bernardino*, 2008 WL 916965  
3 (C.D.Cal. 2008) (multiplier of 5.2 in strip search class action); *In re Charter*  
4 *Communications, Inc., Securities Litigation*, 2005 WL 4045741, 18 (E.D.Mo.  
5 2005) (multiplier of 5.61); *In re Rite Aid Corp. Sec. Litig.*, 362 F.Supp.2d 587  
6 (E.D.Pa. 2005) (multiplier of 6.96); *Di Giacomo v. Plains All Am. Pipeline*, Nos.  
7 H-99-4137, H-99-4212, 2001 U.S. Dist. LEXIS 25532, at 31, 2001 WL 3463337 at  
8 10 (S.D.Tex. Dec. 18, 2001) (multiplier of 5.3); *Roberts v. Texaco, Inc.*, 979  
9 F.Supp. 185, 197 (S.D.N.Y. 1997) (multiplier of 5.5, plus fund set aside for post-  
10 settlement work); *Bynum v. District of Columbia*, 412 F. Supp. 2d 73 (D.D.C.  
11 2006) (multiplier of 2 in strip search class action); *Kuhnlein v. Department of*  
12 *Revenue*, 662 So.2d 309, 315 (Fla. 1995) (class fund award of 10% of  
13 \$188,100,000, resulting in multiplier of approximately 15, reduced by Fla.  
14 Supreme Court to multiplier of 5 times lodestar, because lodestar was proper  
15 method under Florida law). See also cases cited in the Appendix in *Vizcaino v.*  
16 *Microsoft Corp.*, 290 F3d 1043 (9th Cir. 2002) (containing several cases with  
17 multipliers of three and higher).

18  
19 In this case, Plaintiffs' counsel obtained a relatively expeditious and  
20 "excellent result" in a "complex and risky case". *See Stop & Shop*, 2005 WL  
21 1213926 (E.D.Pa.), *supra*. The *Way/Gamino* case, when initially filed in *Way*, was  
22 a very risky case. The size of the recovery for class members is substantial. The  
23 "skill and experience brought to bear by counsel throughout the year[s] they spent  
24 actively litigating this case, and the economy with which they were able to achieve  
25 such a noteworthy settlement" all speak to a substantial fee award. Further, "the  
26 award is justified by the high caliber of Plaintiffs' counsels' work in this case." *Stop*  
27 *& Shop, supra*.

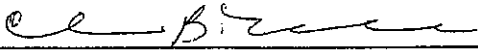
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1 costs in the amount of \$1,400,000 pursuant to Paragraph ¶ 26 of the parties'  
2 Settlement Agreement [Doc. No. 171].  
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4 IT IS SO ORDERED.  
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6 DATED: February 5, 2009

By   
7 \_\_\_\_\_  
8 CONSUELO B. MARSHALL  
9 UNITED STATES DISTRICT JUDGE  
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# **EXHIBIT**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

P.C., et c., et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.,

Defendants.

No. CV 07-3413-PLA

**consolidated with**

S.G.P., et c., et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.,

Defendants.

No. CV 07-6495-PLA

P.C., et c., et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.,

Defendants.

No. CV 09-842-PLA

**ORDER RE MOTIONS FOR ATTORNEYS  
FEES AND COSTS**

1 On March 15, 2012, following a jury trial, a verdict in this civil rights action was returned in  
2 favor of plaintiffs and against six of the original ten named defendants.<sup>1</sup> The jury concluded that  
3 two defendants had used excessive force or failed to intervene in the use of excessive force  
4 against decedent, and that the excessive force was a substantial factor in his death; that six  
5 defendants (including the aforementioned two defendants) unreasonably denied medical care to  
6 decedent while he was in their custody and were negligent toward decedent; and that punitive  
7 damages against three of those six defendants were justified. On March 19, 2012, following a  
8 damages phase, the jury awarded damages of \$870,000 to decedent's estate, \$1,500,000 to  
9 plaintiff P.C., \$400,000 to plaintiff S.G.P., \$400,000 to plaintiff E.E., and punitive damages against  
10 defendant Meneses (\$20,000), defendant Silva (\$10,000) and defendant Arellano (\$15,000).  
11 Plaintiffs have now filed two Motions for Attorneys Fees in which they seek: (1) attorneys fees  
12 pursuant to Fed.R.Civ.P. 54(d) and 42 U.S.C. § 1988 in the sum of \$791,883.50, as well as costs,  
13 as to attorneys Dale Galipo, Humberto Guizar, Hilary Rau, and John Fattahi (the "First Motion");  
14 and (2) attorneys fees in the sum of \$49,282.50 as to attorney James P. Segall-Gutierrez (the  
15 "Second Motion"). Defendants have filed oppositions to both Motions, and Replies were filed to  
16 both the First Motion and the Second Motion. The Court has reviewed the documents submitted  
17 by the parties in connection with the Motions, and has considered the arguments presented by  
18 counsel at the hearing on September 12, 2012.

19 There is no dispute that plaintiffs are considered the prevailing parties in this action under  
20 § 1988. Hensley v. Eckerhart, 461 U.S. 424, 433 (1983); see Defendants' Opposition to First  
21 Motion, at 4 ("plaintiffs are the prevailing party for purpose of awarding *reasonable* attorneys' fees  
22 and costs with respect to Officers Meneses, Silva, Flores, Chavez, Arellano and Vargas")  
23 (emphasis in original). "The purpose of § 1988 is to ensure 'effective access to the judicial  
24 process' for persons with civil rights grievances. Accordingly, a prevailing plaintiff 'should  
25 ordinarily recover an attorney's fee unless special circumstances would render such an award  
26 unjust.'" Hensley, 461 U.S. at 429 (citations omitted). The applicant bears the burden of showing

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28 <sup>1</sup> One defendant was dismissed at the start of trial, and the jury did not find liability as to three defendants.



1 an entitlement to an award and of documenting the hours expended and hourly rates (*id.* at 437);  
2 the opposing party then “has a burden of rebuttal that requires submission of evidence to the  
3 district court challenging the accuracy and reasonableness of the hours charged or the facts  
4 asserted by the prevailing party in its submitted affidavits.” *Gates v. Gomez*, 60 F.3d 525, 534-35  
5 (9th Cir. 1995). The question in these Motions is whether the requested amounts are reasonable  
6 under the statute. Plaintiffs contend that they are entitled to the requested fees, based on the  
7 nature of the case, the experience of counsel, the work involved, and the outcome of the trial.  
8 Defendants disagree, arguing that counsels’ billing statements are too vague, counsel billed for  
9 improper activities and duplicative tasks, counsel seeks excessive amounts for an excessive  
10 number of attorneys, and the hourly rates sought are excessive.

11 The Court examines the “lodestar” in determining whether the requested fees are  
12 reasonable. The lodestar is obtained, first, by multiplying the number of hours reasonably  
13 expended on the litigation by a reasonable hourly rate. *Hensley*, 461 U.S. at 433-34. Those hours  
14 that were not reasonably expended (such as when a case is overstaffed, or based on varying skills  
15 of the lawyers involved, or that are excessive or redundant) should be excluded. *Id.* A reasonable  
16 hourly rate under § 1988 is determined “according to the prevailing market rates in the relevant  
17 community, regardless of whether plaintiff is represented by private or nonprofit counsel.” *Blum*  
18 *v. Stenson*, 465 U.S. 886, 895 (1984).

19 The factors that may be considered in reaching a lodestar value and possible adjustment  
20 are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the  
21 skill requisite to perform the legal service properly; (4) the preclusion of other employment by the  
22 attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or  
23 contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved  
24 and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the  
25 undesirability of the case; (11) the nature and length of the professional relationship with the client;  
26 and (12) awards in similar cases. *Hensley*, 461 U.S. at 430 n.3.

27 Here, plaintiffs seek an award of fees of \$791,883.50 in the First Motion based on the work  
28 of four attorneys. They assert that as of the filing of the First Motion, Mr. Galipo had spent 780.4

1 hours working on this case, and that a reasonable hourly rate is \$700; that Mr. Guizar worked  
2 358.5 hours, at a reasonable hourly rate of \$500; that Hilary L. Rau worked 89.1 hours, at a  
3 reasonable hourly rate of \$285; and that John C. Fattahi worked 102.4 hours, at a reasonable  
4 hourly rate of \$400. In the Second Motion, attorney James P. Segall-Gutierrez represents that he  
5 worked 141 hours, at a reasonable hourly rate of \$350, for a total of \$49,350.<sup>2</sup> In support of these  
6 numbers, plaintiffs have submitted declarations from each attorney setting forth his or her legal  
7 experience, including in civil rights litigation, and their time records from this case. As for Mr.  
8 Galipo and Mr. Guizar, civil rights litigation is their area of expertise. Mr. Galipo and Mr. Guizar  
9 have also submitted declarations from attorneys not associated with this case setting forth their  
10 opinions as to the skills of these two lawyers, the prevailing hourly rates for attorneys with similar  
11 experience and skills, and the reasonableness of the hourly amounts sought by Mr. Galipo and  
12 Mr. Guizar.<sup>3</sup> Plaintiffs seek an additional \$4,845 (17 hours of work by Ms. Rau at \$285 per hour)  
13 for time spent drafting their Reply to the First Motion, and for work performed opposing  
14 defendants' Motion for New Trial.

15 In opposition, defendants argue that plaintiffs' counsel's billing statements are too vague,  
16 and that counsel billed for improper activities, duplicative tasks, excessive amounts and attorneys,  
17 and at excessive rates. In particular, counsel contends that Mr. Galipo rarely appeared in Court  
18 prior to the final pretrial conferences, and when he did appear he represented that he was not  
19 familiar with the case at that point; and that when Mr. Guizar would appear on behalf of plaintiff  
20 E.E., he "rarely had any idea as to how to move the case forward." Defendants assert that this  
21 was a "relatively straight forward case of excessive force," that the amount sought in the Motions  
22 is "extraordinary," and that four of the original officers accused in this action were either dismissed  
23 or not found liable by the jury. Examining each of the four attorneys in the First Motion,  
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25 <sup>2</sup> While Mr. Segall-Gutierrez indicates that he worked a total of 141 hours at a rate of \$350  
26 per hour (which works out to \$49,350) (Second Motion, at 6), he seeks a slightly lower recovery  
of \$49,282.50. Second Motion, at 6, 8.

27 <sup>3</sup> One of the declarations attached to Mr. Guizar's declaration indicates Mr. Guizar is seeking a  
28 fee based on \$600 per hour (not the \$500 per hour rate actually being sought), and that the \$600  
per hour amount is reasonable. See Guizar Declaration, Ex. D.

1 defendants contend among other things that courts have been reluctant to award a rate as high  
2 as that sought by Mr. Galipo even to attorneys with comparable experience; that he was playing  
3 catch-up as the trial progressed; that it is “unbelievable” he passed up taking on other cases while  
4 handling this matter given his busy schedule; that he and other counsel relied on defendants’  
5 exhibits as they were better organized; and that he was never available to discuss the case with  
6 opposing counsel. As for Mr. Guizar, defense counsel argues that his assertions concerning the  
7 number of successful jury trials he has handled are unsupported; that his contribution to this trial  
8 was minimal, he did not take part in any hearings regarding legal issues, and he did not ask  
9 meaningful questions even when he did appear at depositions; and that he was ill-informed about  
10 the status of the case, and in essence acted as an assistant to Mr. Galipo. Defendants next argue  
11 that Mr. Fattahi’s billing rate at his former firm has no correlation to the type of work he did on this  
12 case.<sup>4</sup> Although defendants agree that he did most of the work on this case prior to trial, he is a  
13 third year attorney with minimal police litigation experience, and his duties -- including outlining  
14 issues for Mr. Galipo for depositions -- were comparable to those of a paralegal. Finally, Ms. Rau  
15 had only a year of experience as an attorney when this case went to trial, and she was only  
16 minimally involved.

17 Defendants further argue that although three separate lawsuits were involved in this  
18 consolidated action, they all involved the same allegations and officers arising from the same  
19 incident. Defendants were able to handle the case with one attorney alone; multiple attorneys  
20 were not necessary for plaintiffs. Similarly, multiple attorneys attended conferences, depositions,  
21 and hearings, often doing the same work. For example, Mr. Guizar attended depositions where  
22 he asked only a few questions, which were all objectionable, and billed for all of his time in trial  
23 even though he played only a minor role.

24 Defendants in the First Motion also present a challenge to the number of hours spent on  
25 specific billing entries for Mr. Galipo and Mr. Guizar, and more general challenges as to the other  
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27 <sup>4</sup> Attached to Mr. Fattahi’s declaration is a declaration from a partner at the firm where Mr.  
28 Fattahi was an associate prior to going to work for Mr. Galipo. Mr. Fattahi’s billing rate for paying  
clients in business litigation matters was \$365 per hour.

1 two counsel. Citing specific examples (Opposition to First Motion, at 9-12), defense counsel  
2 contends in part that Mr. Galipo and Mr. Guizar are padding their hours; that fees should not be  
3 allowed for time spent by multiple attorneys attending the same hearings and depositions or for  
4 reviewing a case with another attorney involved in the same matter; that Mr. Guizar is guilty of  
5 “truly excessive billing,” and his fee request is unreasonable given that his time was essentially  
6 spent “occupying a chair in court;” and that counsel is asking for compensation for deposition time  
7 above and beyond the length of the actual deposition. Next, counsel points out that Mr. Fattahi  
8 billed for many of the same items for which Mr. Galipo billed, including depositions, the review of  
9 reports and documents, and attending court conferences. He also prepared and reviewed  
10 documents even though Mr. Galipo and Mr. Guizar billed for the same items, and billed at an  
11 attorney rate for correspondence that could have been handled by a law clerk. Finally, Ms. Rau’s  
12 contribution to the case was minimal, and her hours were duplicative, excessive and unnecessary.

13 Accordingly, defendants believe the hourly rate for each attorney in the First Motion should  
14 be reduced, that a reasonable number of hours is 200 hours for Mr. Galipo, 75 hours for Mr.  
15 Guizar, 51.2 hours for Mr. Fattahi, and no hours for Ms. Rau. They also seek a downward  
16 adjustment of the lodestar amount by 40% based on the fact that plaintiffs did not prevail as to four  
17 of the original ten defendants.

18 As to Mr. Segall-Gutierrez, defendants argue that he was only marginally involved in this  
19 case “until he abandoned it completely;” he did not appear at trial or at most depositions, did not  
20 generate pleadings or participate in negotiations, and did not discuss the case with opposing  
21 counsel. Defendants further contend that he was not permitted to appear to represent plaintiff  
22 E.E. in court; never discussed settlement with defense counsel (although he asserts that “plaintiffs’  
23 counsel” made efforts to settle the case); spent no time in trial; completely misrepresented a prior  
24 matter he claims to have settled for \$25.5 million (and in fact abandoned his clients in that case,  
25 who received only a small portion of the over-all settlement, and that he had nothing to do with the  
26 settlement); misrepresented the nature of another case he settled; had nothing to do with the  
27 ultimate verdict in this action; and had minimal participation at most at the five depositions at which  
28 he appeared. Defendant thus contends that Mr. Segall-Gutierrez should not be awarded any fees.

1 As to the hours he claims, defendants argue that the time he spent reviewing pleadings and work  
2 generated by other attorneys involved nothing generated by him, and his skill and experience lent  
3 nothing to this case. Defendants list several examples of entries that, they submit, show that Mr.  
4 Segall-Gutierrez “is attempting to piggy-back his bill on the work of Mr. Galipo, and dip his hand  
5 into the treasury of the City of Los Angeles for legal work that he had nothing to do with.”  
6 Opposition to Second Motion, at 9-11.

7 After considering the pleadings of the parties and declarations filed in support of their  
8 positions, and the oral argument of counsel, the Court accepts the rates of the four attorneys in  
9 the First Motion as falling within the prevailing market rate. Here, plaintiffs have submitted  
10 evidence that the rates sought by Mr. Galipo and Mr. Guizar are appropriate for attorneys of  
11 comparable skill, experience, and reputation. The rates established in the case L.H. v.  
12 Schwarzenegger, 645 F.Supp.2d 888, 894 (E.D. Cal. 2009), for San Francisco are appropriate to  
13 utilize as reflective of the market rates in a large California city. The Court notes that those rates  
14 are now a few years old, but the rates sought here are still within those set forth in L.H. See First  
15 Motion, at 6. When added to the declarations of outside attorneys attesting to the propriety of the  
16 requested rates, the Court will not deviate from those amounts as to Mr. Galipo and Mr. Guizar.  
17 As to Mr. Fattahi, however, the Court observes that at the time he started working on this case,  
18 he had only a few months experience in the area of civil rights litigation, and had less than two  
19 years of such experience when he ceased his work on this case. His **current** billing rate at his  
20 own firm, after six years as an attorney and three years specializing in civil rights litigation, is \$400  
21 per hour. The Court thus finds it appropriate to cut his requested rate by 20%, to \$320 per hour.  
22 As for Ms. Rau, she only had months as a practicing attorney when she began her work on this  
23 case, and no experience in the area of civil rights litigation. The Court will also cut her requested  
24 rate by 20%, to \$228 per hour.

25 Having reviewed all of the time entries of all counsel, the Court rejects defendants’  
26 assertions that Mr. Galipo’s judgment as to the time he needed to prepare for what turned out to  
27 be a very successful trial for plaintiffs should be questioned. Aside from citing the numbers of  
28 hours sought for various tasks, the Court has not been presented with any sound rationale to

1 question his or Mr. Guizar's under oath declarations. Defense counsel's opinion as to Mr. Guizar's  
2 legal abilities, or the significance of his questions at depositions or his performance at trial, do not  
3 undercut his sworn statements. The fact that Mr. Galipo conducted the bulk of the trial does not  
4 mean that Mr. Guizar should not be entitled to his time preparing for and being at the trial. He  
5 represented different plaintiffs; his presence was proper and necessary. He also conducted some  
6 witness examinations and cross-examinations, and gave a closing argument. There was little  
7 repetition between the questions and arguments of Mr. Galipo and Mr. Guizar, which reflects time  
8 they spent coordinating their trial presentations. Defense counsel has not convinced the Court  
9 that the hours spent by these counsel on the various tasks "are well beyond what a reasonable  
10 attorney would claim." Further, many hours are claimed based on time spent by counsel reviewing  
11 depositions, statements and reports, and meeting with experts and preparing for expert testimony.  
12 The Court observed at trial that much of plaintiffs' case was based on a careful review and  
13 understanding of prior statements made by defendants, both immediately following the incident  
14 and at deposition. This review necessarily required many hours to compare, contrast, index and  
15 reference those statements. The Court also observed the importance of expert testimony at trial,  
16 and the need for a thorough comprehension and understandable presentation of expert opinions.  
17 The requested hours are not excessive.

18 Nor does the Court believe that reduction is needed when more than one attorney appeared  
19 at a deposition, or at a court hearing. First, at a minimum, one attorney for plaintiffs E.E. and  
20 S.G.P. and one attorney for plaintiff P.C. were entitled to attend and be compensated for such  
21 proceedings. Next, even if one plaintiff had multiple attorneys at a proceeding, this is not per se  
22 duplicative. "Duplicative hours are those where the presence of more than one attorney does not  
23 provide benefit to the client." Oberfelder v. City of Petaluma, 2002 WL 472308, \*7 (N.D. Cal. Jan.  
24 29, 2002) (citation omitted). As in Oberfelder, this Court does not find the presence of multiple  
25 attorneys at depositions, hearings or trial to be unreasonable or atypical, especially as multiple  
26 clients were being represented. Indeed, it is far more effective to judge a deponent's demeanor  
27 based on an attorney's actual in-person perception; the ability to effectively discuss case strategy  
28 and division of labor may well depend on multiple view points presented by multiple attorneys.



1 See, e.g., Moreno v. City of Sacramento, 534 F.3d 1106, 1112 (9th Cir. 2008) (recognizing that  
2 some duplication is necessary when litigation extends over years, and that it would be “the highly  
3 atypical civil rights case where plaintiff’s lawyer engages in churning;” “the court should defer to  
4 the winning lawyer’s professional judgment as to how much time he was required to spend on the  
5 case”). The Court is also not persuaded that plaintiffs should not be able to recover for time  
6 beyond the hours actually spent at a deposition. Time preparing for and traveling to and from the  
7 deposition is also recoverable. So may counsel be awarded fees for time spent conferring with  
8 co-counsel.

9 However, the Court cannot conclude that Mr. Guizar’s time spent writing letters to the  
10 mayor and other public figures, or preparing for a press conference, “contributed directly and  
11 substantially” to plaintiffs’ litigation goals. See Gilbrook v. City of Westminster, 177 F.3d 839, 877  
12 (9th Cir. 1999).<sup>5</sup> The Court will reduce the number of hours by 8 for letters to “Carillo on behalf  
13 of family,” to the Mayor, for the family “regarding citizen compt [sic]”, to the Police Commissioners,  
14 and to Senator Romero, and by 2 hours for time Mr. Guizar spent preparing for a press  
15 conference.

16 Defendants offer no persuasive reasons to reduce Mr. Fattahi’s hours based on duplication  
17 of efforts. The fact that a team of lawyers prepared the case for plaintiffs does not mean that they  
18 should not be able to bill hours for talking to each other, or for an associate to prepare the attorney  
19 who will actually litigate the case. Finally, Ms. Rau took over for Mr. Fattahi when he left Mr.  
20 Galipo’s office in July, 2011. The bulk of her time spent reviewing and updating documents is not  
21 unreasonable.

22 The Court rejects defendants’ suggestion that the lodestar be reduced by 40% based on  
23 the percent of defendants as to whom no liability was established. The overall relief obtained by  
24 plaintiffs was substantial; the issues as to each defendant were substantially similar; and the hours  
25 attributable to the four non-liaible defendants that were not also necessary for the other defendants

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27 <sup>5</sup> Defendants object to, among other entries, 30 hours of time spent by Mr. Guizar writing  
28 letters to the mayor, police commissioner, and others, and 2 hours of time preparing for a press  
conference.



1 is insignificant. Nevertheless, the Court will reduce the overall number of hours being sought by  
2 all counsel in the First Motion by 10% to account for this factor, as well as to account for the  
3 relatively straight-forward nature of the litigation (i.e., little in the way of novel or complicated legal  
4 issues), the lack of substantiation that counsel was precluded from accepting other cases as a  
5 result of handling this matter, and some duplication of efforts based on changes in counsel during  
6 the course of this litigation.

7 As to Mr. Segall-Gutierrez, however, the analysis is quite different. In his declaration, he  
8 asserts that he worked on this case for approximately four years. He states in his Reply brief that  
9 he acted in the role of a “co-counsel” for plaintiff E.E., presumably with Mr. Guizar. Reply to  
10 Second Motion, at 3. His time records indicate that he first became involved in this action in  
11 August, 2007, was working regularly on the action until February 2010, but then had little  
12 involvement until February, 2012, an almost two-year gap. His activities after that time were  
13 limited to only a few hours, mostly involving the preparation of a declaration of his client. He was  
14 not involved in the trial of the case. While Mr. Segall-Gutierrez argues that his accomplishments  
15 as a civil rights attorney are attested to by his declaration and “the supporting declarations”  
16 (Second Motion, at 6), he submits no such supporting declarations.<sup>6</sup> His own declaration is filled  
17 with inconsistencies and/or errors. For example, he indicates that he attended law school until  
18 1999, but has managed his own law firm since 1995. Segall-Gutierrez Declaration, at ¶¶ 7, 8. In  
19 his Reply brief, however, he indicates that he has been an attorney since 2005. He does not detail  
20 when he made the “natural transition” to civil rights litigation (id., at ¶ 8). While he may have  
21 settled two federal civil rights cases with the City of Los Angeles (and defendants offer strong  
22 evidence that he may be over-stating, if not misrepresenting, his involvement in those actions),  
23 he does not assert that he has **tried** any federal civil rights cases, or that he has tried any civil  
24 rights cases at all. Id., at ¶¶ 9, 10. One of his two “accomplishments” in civil rights cases “in the  
25 last eighteen months,” i.e., prior to the signing of the declaration on May 9, 2012, occurred well  
26 over **three years** prior. Id., at ¶ 11. While he indicates that he specializes in police misconduct

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28 <sup>6</sup> The Second Motion, concerning Mr. Segall-Gutierrez, appears to be a “copy-and-paste” job  
of the First Motion, as to which there were supporting declarations.

1 civil rights litigation (*id.*, at ¶ 12), his declaration does not support that assertion. As to the time  
2 he spent on this case, his time sheets include entries amounting to many, many hours for his  
3 “review” of documents prepared by others, but his contribution to those documents, or the  
4 necessity for him to review those documents to advance this litigation, goes unaddressed. His  
5 assertion that “the difficulty of this case and the skill, experience and ability necessary to prevail  
6 on this case” (*id.*, at ¶ 14) warrants a fee of \$350 per hour to him is not supported by anything  
7 contained in the Second Motion. Indeed, at the time he began work on this case, he had been an  
8 attorney for only two years. In the Reply to the Second Motion, Mr. Segall-Gutierrez does little to  
9 counter or even address the specific claims raised by defendants in their Opposition, other than  
10 to argue that he has been an attorney since December 2005, has worked on “several” civil rights  
11 cases, and that he worked 141 hours on this case and did not abandon his client. There is no  
12 evidence before the Court -- from co-counsel, from plaintiffs, or even from Mr. Segall-Gutierrez  
13 himself -- that the actual work done by Mr. Segall-Gutierrez contributed in any way to the final  
14 results in this case or provided a benefit to his client that was not being provided by Mr. Guizar.  
15 While he asserts that he “did not assume representation of Plaintiff; he was a co-counsel” (Reply  
16 to Second Motion, at 3), what he actually did as co-counsel that added to the advancement of the  
17 case is left largely to the imagination. The Court concludes that his contribution to this matter was  
18 minimal at best, and therefore reduces his number of hours to 60, at an hourly rate of \$200. The  
19 10% reduction discussed above is also appropriate as to Mr. Segall-Gutierrez’ fees.

20 In sum, taking into account the 10% across-the-board adjustment to the number of hours,  
21 the deduction of 10 hours from Mr. Guizar, and the adjustment in the hourly rates of Mr. Fattahi  
22 and Ms. Rau, the Court awards attorneys fees based on the First Motion as follows: (1) Mr. Galipo  
23 -- 702.4 hours at \$700 per hour (\$491,680); (2) Mr. Guizar -- 313.7 hours at \$500 per hour  
24 (\$156,850); (3) Mr. Fattahi -- 92.2 hours at \$320 per hour (\$29,504); and (4) Ms. Rau -- 80.2 hours  
25 at \$228 per hour (\$18,285.60), **for an award on the First Motion of \$696,319.60**. An additional  
26 award of **\$3,876** is appropriate for the time spent opposing defendants’ Motion for New Trial, and  
27 preparing the Reply to the First Motion (17 hours by Ms. Rau at \$228 per hour). The court  
28 concludes that the **total award on the First Motion (\$700,195.60)** does not amount to a windfall

1 to the attorneys involved. While the Court is not required to consider proportionality of fees to  
2 determine if the amount sought is reasonable, the Court notes that plaintiffs seek \$791,883.50  
3 based on a total jury award of over \$3.2 million, or only about 25% of the amount awarded. The  
4 amount the Court is actually awarding is even less, about 22% of the amount awarded by the jury.  
5 As for the Second Motion, the Court awards attorneys fees to Mr. Segall-Gutierrez in the amount  
6 of **\$10,800**, based on 60 hours at \$200 per hour, with a 10% adjustment.<sup>7</sup>

7 **IT IS SO ORDERED.**

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9 DATED: September 14, 2012

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PAUL L. ABRAMS  
11 UNITED STATES MAGISTRATE JUDGE

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<sup>7</sup> Counsel for plaintiffs should advise the Clerk's Office that defendants' Motion for Judgment  
28 as a Matter of Law or, in the alternative, Motion for a New Trial has been denied, so that a  
determination on the previously-submitted Bills of Costs can be made.

# **EXHIBIT**

**17**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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CIVIL MINUTES - GENERAL

CASE NO.: CV 11-01326 SJO (FMOx)                      DATE: August 2, 2012

TITLE:            Leonard Avila v. Los Angeles Police Department, et al.

=====

**PRESENT: THE HONORABLE S. JAMES OTERO, UNITED STATES DISTRICT JUDGE**

Victor Paul Cruz  
Courtroom Clerk

Not Present  
Court Reporter

**COUNSEL PRESENT FOR PLAINTIFF:**

**COUNSEL PRESENT FOR DEFENDANTS:**

Not Present

Not Present

=====

**PROCEEDINGS (in chambers): ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND LIQUIDATED DAMAGES [Docket No. 170]**

This matter is before the Court on Plaintiff Leonard Avila's ("Plaintiff") Motion for Attorneys' Fees and Liquidated Damages ("Motion"), filed May 3, 2012. Defendants Los Angeles Police Department ("LAPD"), City of Los Angeles, and Commander Stuart Maislin (collectively, "Defendants") filed an Opposition ("Opposition") on May 14, 2012, to which Plaintiff submitted a Reply ("Reply") on May 21, 2012. On May 14, 2012, Defendants filed a Request for Judicial Notice ("RJN") to which Plaintiff filed no objection. Therefore, the Request for Judicial notice is GRANTED. The Court found the matter suitable for disposition without oral argument and vacated the hearing set for June 4, 2012. See Fed. R. Civ. P. 78(b). For the following reasons, Plaintiff's Motion is GRANTED IN PART and DENIED IN PART.

**I.        FACTUAL AND PROCEDURAL BACKGROUND**

The instant action was brought under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 215(a)(3). Plaintiff is a former police officer employed by Defendant LAPD, and was terminated after he testified in the trial of a coworker regarding FLSA violations in his department. (Mot. 1, May 3, 2012, ECF No. 170.) On April 4, 2012, a unanimous jury determined that Plaintiff's termination was retaliatory, in violation of § 215(a)(3) of the FLSA. (Mot. 1.) Remedies are set forth in 29 U.S.C. § 216(b): "The court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action." 29 U.S.C. § 216(b). Plaintiff also seeks liquidated damages in the amount of his jury award of \$50,000. (Mot. 11.) Section 216(b) authorizes liquidated damages to plaintiffs prevailing on § 215(a)(3) claims:

Any employer who violates the provisions of section 215(a)(3) of this title shall be liable for such legal or equitable relief as may be appropriate to effectuate the purposes of section 215(a)(3) of this title,

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including without limitation employment, reinstatement, promotion, and the payment of wages lost and an additional equal amount as liquidated damages.

29 U.S.C. § 216(b).

Plaintiff's Motion seeks a total of \$748,522.50 in attorneys' fees, and liquidated damages of \$50,000. (Mot. 14.) Defendants filed an Opposition, arguing that Plaintiff's calculations are inaccurate and that the attorneys' fees requested are excessive and unreasonable. (See generally Opp'n, May 14, 2012, ECF No.186.) Defendants also argue that Plaintiff is not entitled to liquidated damages. (Opp'n 15-19.) Plaintiff's Reply argues that his request is reasonable and that there is no basis for reducing the requested attorneys' fees. (See generally Reply, May 21, 2012, ECF No. 194.) Plaintiff also argues that liquidated damages are mandatory because Defendants do not have a "good faith" defense. (Reply 5.)

II. DISCUSSION

A. Plaintiff's Request for Attorney's Fees

Section 216(b) authorizes the payment of attorneys' fees by a defendant when a plaintiff is successful in bringing a FLSA claim. 29 U.S.C. § 216(b). The Court holds that Plaintiff is thus entitled to such a recovery and now determines the appropriate amount. The district court uses the lodestar method to determine the appropriate amount of attorneys' fees. *Intel Corp. v. Terabyte Int'l, Inc.*, 6 F.3d 614, 622 (9th Cir. 1993). Courts calculate the lodestar figure by multiplying the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate for the region and for the experience of the attorney. *City of Riverside v. Rivera*, 477 U.S. 561, 568-69 (1986); *McCown v. City of Fontana*, 565 F.3d 1097, 1102 (9th Cir. 2009).

Plaintiffs have used the lodestar method to reach a total of \$748,522.50 in attorneys' fees. (Mot. 4-5.) The Motion asserts that lead attorney Matthew McNicholas's services are billed at \$850 per hour. (Mot. 5.) Plaintiff claims that Mr. McNicholas worked over 500 hours on Plaintiff's case. (Mot. 5.) For Douglas Winter, Plaintiff requests 284 hours at \$600 per hour. (Mot. 5.) Catherine Schmidt's 126.25 hours are billed at \$550 per hour. (Mot. 5.) For Alyssa Schabloski's 42 hours, Plaintiff requests \$450 per hour. Cameron Fredman's 107.50 hours are billed at \$350 per hour. (Mot. 5.) Finally, the services of paralegal Dawn McGuire are billed at \$150 per hour, for 33.75 hours. (Mot. 5.) In addition to the attorneys at McNicholas & McNicholas, LLP ("McNicholas & McNicholas"), Plaintiff also retained the services of an additional attorney, Stuart Esner, to address the issue of exhaustion of judicial remedies. (Mot. 5.) For his 68.4 hours of work, Mr. Esner requests \$400 per hour. (Mot. 6.) Defendants contest Plaintiff's calculations, for various reasons including both the hourly rates and number of hours applied in calculating the lodestar number. (See generally Opp'n.)



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CENTRAL DISTRICT OF CALIFORNIA

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1. Reasonable Hourly Rate

A reasonable hourly rate is based on the market rates of the region and the experience of the lawyer. See *Rivera*, 477 U.S. at 568-69; *McCown*, 565 F.3d at 1102. Defendants do not contest the hourly billing rates charged by Mr. Fredman and Ms. McGuire of \$350 and \$150 per hour, respectively. (Opp'n 10; Decl. of Mark K. Kitabayashi in Supp. of Opp'n ("Kitabayashi Decl.") ¶ 11, May 14, 2012, ECF No. 186-2.) Defendants also do not dispute the hourly rate of \$400 charged by independent attorney, Stuart Esner. (Mot. 6; Kitabayashi Decl. ¶ 11.)

For Plaintiff's lead counsel, Mr. McNicholas, Plaintiff requests \$850 per hour in attorneys' fees. (Mot. 5.) However, Defendants argue that this rate should be reduced to \$600, the amount Mr. McNicholas was awarded in a related case, *Romney v. Bratton*, Case No. CV 09-3048-VPF (PLAx) (C.D. Cal. Dec. 1, 2011).<sup>1</sup> (Opp'n 10-11.) Defendants also note that Mr. McNicholas's request of \$850 per hour far exceeds rates charged in the ninth decile by partners practicing in California. (Kitabayashi Decl. ¶ 10(a), Ex. A.) However, the data consulted by Defendants reports the average hourly rates for the entire state of California. (See generally Kitabayashi Decl. Ex. A.) This number is the average of all regions in California, including those with significantly lower costs of living than Los Angeles, where McNicholas & McNicholas practices. Thus, it is unreasonable to decrease Mr. McNicholas's rate simply because it exceeds rates charged in the ninth decile in California as a whole. However, the Court finds that Plaintiff's request for \$850 per hour is excessive.

Plaintiff argues that this increased rate is supported by the rates he received in two recent cases. (Decl. of Matthew S. McNicholas in Supp. of Mot. ("McNicholas Decl.") ¶ 15, May 3, 2012, ECF No. 171.) In 2011, Plaintiff was retained at an hourly rate of \$850 to negotiate a separation package. (McNicholas Decl. ¶ 15.) Plaintiff was also awarded an hourly rate of \$800 in a recent case. (McNicholas Decl. ¶ 15.) The Court declines to award Plaintiff an hourly rate of \$850 based upon these two outliers. As noted by Mr. McNicholas, his typically awarded rate is \$650 per hour. (McNicholas Decl. 4-5.) In the most similar case to the present case, *Romney*, Mr. McNicholas claims he was awarded an hourly rate of \$650. (McNicholas Decl. ¶ 15.) However, the Court recognizes that the experience of the attorney is relevant to calculating his appropriate hourly rate. In *Romney*, Mr. McNicholas succeeded in gaining his client a nearly \$4 million jury verdict. (McNicholas Decl. ¶ 6.) It is reasonable for Mr. McNicholas to request a higher rate after winning

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<sup>1</sup> It is unclear whether Mr. McNicholas was awarded \$600 or \$650 per hour. Plaintiff's Reply states he was awarded \$600/hour for his work in *Romney*. (Reply 4.) However, Mr. McNicholas states in his declaration that he was awarded \$650/hour. (Decl. of Matthew S. McNicholas in Supp. of Mot. ("McNicholas Decl.") ¶ 15, May 3, 2012, ECF No. 171.)



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a significant award in a closely related case. Therefore, the Court finds an hourly rate of **\$700/hour** to be a reasonable rate for Plaintiff's lead counsel, Mr. McNicholas.

Defendants argue that the rates requested by Plaintiff's attorneys Mr. Winter, Ms. Schmidt, and Ms. Schabloski should be reduced. (Opp'n 10; Kitabayashi Decl. 5.) Mr. McNicholas has attested to the skill and expertise of these attorneys, rates charged in other cases, and their work product at McNicholas & McNicholas. (McNicholas Decl. ¶¶ 17-21.) Defendants make the unsupported assumption that because the rate charged by Mr. McNicholas exceeds what they believe to be a reasonable rate by 30%, the rates charged by the remaining attorneys should also be decreased by 30%. (Kitabayashi Decl. ¶ 10.) Defendants provide no other support for their argument that the rates charged by these attorney should be decreased other than noting once again that the rates charged by Plaintiff's attorneys exceed the rates charged in the ninth decile in California. (Kitabayashi Decl. ¶ 10.) However, as noted above, the rates indicated in Defendants' chart represent the average of rates charged by attorneys in all of California. (Kitabayashi Decl. Ex. A 3-4.) These rates are not indicative of a reasonable rate in Los Angeles.<sup>2</sup> Without further evidence that the rates charged by Mr. Winter, Ms. Schmidt, and Ms. Schabloski are unreasonable, the Court grants the rates requested in Plaintiff's Motion. The Court awards Mr. Winter an hourly rate of **\$600/hour**, Ms. Schmidt an hourly rate of **\$550/hour**, and Ms. Schabloski an hourly rate of **\$450/hour**.

2. Reasonable Number of Hours

In the Ninth Circuit:

[t]he fee applicant bears the burden of documenting the appropriate hours expended in the litigation and must submit evidence in support of those hours worked. The party opposing the fee application has a burden of rebuttal that requires submission of evidence to the district court challenging the accuracy and reasonableness of the hours charged . . . .

*Gates v. Deukmejian*, 987 F.2d 1392, 1397 (9th Cir. 1992) (citation omitted). Plaintiff has submitted a declaration with an attached record of all time expended by his attorneys on the

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<sup>2</sup> Defendants' argument that Mr. Winter's rate should be reduced because it exceeds rates charged in the ninth decile by partners in California also fails because this argument does not take into account Mr. Winter's experience. (Kitabayashi Decl. ¶ 10(b).) According to Defendants' own chart, a partner in the ninth decile with 22 years of experience (Kitabayashi Decl. ¶ 11; McNicholas Decl. ¶ 17) bills at \$665/hr. (Kitabayashi Decl. Ex. A, at 4). Therefore, Defendants' argument is not a basis for reducing Mr. Winter's requested rate of \$600/hr.

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matter, in fifteen minute increments. (See generally McNicholas Decl. Ex. 1.) The record includes not only the amount of time expended, but how the time was spent. (McNicholas Decl. Ex. 1.)

Defendants advance several theories as to why the number of hours used to calculate Plaintiff's lodestar should be reduced. (See generally Opp'n.) The Court will consider each of Defendants' theories individually.

a. Administrative and Clerical Work

Defendants argue that the number of hours worked by Plaintiff's attorneys should be reduced for all hours spent on administrative or clerical work. (Opp'n 12.) In support of their argument that that all hours spent on administrative and clerical work should be reduced by 100%, Defendants cite *Nadarajah v. Holder*, 569 F.3d 906 (9th Cir. 2009). (Opp'n 12; Decl. of Gerald G. Knapton in Supp. of Opp'n ("Knapton Decl.") ¶¶ 25-27, May 14, 2012, ECF No. 186-3; Knapton Decl. Ex. 3A.) *Nadarajah* states that clerical tasks, such as tracking a package and assembling documents, billed by a **paralegal** should be subsumed in the firm's overhead rather than billed at the paralegal's rates. 569 F.3d at 921. Of the billing entries identified as clerical work by Defendants, the Court finds that only the printing of exhibits by McNicholas & McNicholas's paralegal on November 30, 2011 and the 10.5 hours billed by "YB" at McNicholas & McNicholas constitute clerical work. (Knapton Decl. Ex. 3A.) The Court thus grants Defendants' request as to these hours and reduces the hours billed by paralegal McGuire by **1 hour**, and the hours billed by "YB" by **10.5 hours**.<sup>3</sup>

b. Duplicative Work

Defendants argue that Plaintiff's requested attorneys' fees should be substantially reduced for duplicative work. (Opp'n 12.) Alleged duplicative billings include: work repeated by various lawyers; internal conferences; responses to errors made by Plaintiff's attorneys; attendance of multiple attorneys at conferences and hearings; work done by Stuart Esner; and hours that attorneys spent consulting with each other. (Knapton Decl. ¶¶ 38-44.)

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<sup>3</sup> It is unclear to the Court whether Plaintiff intended to bill the hours clocked by "YB". YB's 10.5 hours are not included in Plaintiff's breakdown of hours and hourly billing rates. (McNicholas Decl. 8; Mot. 5.) Yet, when the sum of hours billed by the attorneys at McNicholas & McNicholas is calculated, a total of \$722,900 is reached. This is \$262.50 short of the supposed \$723,162.50 requested by Plaintiff for work by McNicholas & McNicholas alone (McNicholas Decl. 9; Mot. 5), exactly the amount the records show billed by YB (see generally McNicholas Decl. Ex. 1; Knapton Decl. Ex. 3A). Regardless of whether Plaintiff intended to request reimbursement for the work billed by YB, the Court determines that the \$262.50 is inappropriate and will not include these fees in the award.

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In support of their argument that internal conferences should not be billed, Defendants point only to memoranda issued by the Committee on Mandatory Fee Arbitration, created in 1998 and 2003, which specifically state that the memos have not been adopted by the State Bar and are intended to assist arbitrators in detecting bill padding. (State Bar of Cal. Comm. on Mandatory Fee Arbitration, Arbitration Advisory 98-03, Determination of a "Reasonable" Fee (June 23, 1998); State Bar of Cal. Comm. on Mandatory Fee Arbitration, Arbitration Advisory 03-01, Detecting Attorney Bill Padding (January 29, 2003); Knapton Decl. ¶ 38.) While the Court finds some of the techniques persuasive, the Court will not grant such broad, unspecific cuts without further evidence of duplicative work. Defendants argue that time spent by attorneys consulting one another should be eliminated as duplicative work. The Court declines to reduce Plaintiff's requested attorneys' fees for such a reason, because it is often necessary for attorneys working on a single project to meet and confer about the case in order to provide the best assistance possible.

Defendants also argue that hours spent by the attorneys at McNicholas & McNicholas working on Plaintiff's Opposition to Defendants' Motion for Summary Judgment are duplicative because another attorney, Stuart Esner, was retained to work on the Opposition. (Knapton Decl. ¶ 41.) However, Mr. Esner was retained solely to address the issue of exhaustion of judicial remedies. (Mot. 5.) Defendants have provided no argument to suggest that, because Mr. Esner was retained to address an issue, any work done by the attorneys at McNicholas & McNicholas themselves is necessarily duplicative. Thus, the Court declines to reduce the number of billable hours pursuant to this theory.

The Court agrees with Defendants that time spent on work that ultimately failed due to mistake and oversight of Plaintiff's attorneys is not compensable. (Knapton Decl. ¶ 39.) Therefore, for Plaintiff's attorneys' failure to timely file his motions in limine, the Court will deduct **11 hours** of the time billed by Mr. Winter and **1.75 hours** of the time billed by Mr. McNicholas. The Court will also deduct time spent by Plaintiff's attorneys on the preparation of an expert whom they failed to timely designate as an expert. The Court deducts **5 hours** of the time billed by Mr. Fredman, **12.75 hours** of the time billed by Mr. Winter, and **5.25** of the hours billed by Mr. McNicholas. The Court declines to deduct billable hours for counsels' failure to file a Writ regarding the Board of Rights findings.

c. Excessive Time Billed

Defendants argue that the hours billed by Plaintiff's attorneys should be reduced because counsel billed excessive hours to complete certain tasks that should have been completed more efficiently. (Knapton Decl. ¶¶ 45-49.) Defendants also note that because Plaintiff's counsel bills in minimum increments of 0.25 hours, shorts tasks such as checking an email are over-billed. (Knapton Decl. ¶ 48.) For the billings that Defendants have identified as excessive, they request a 40% reduction. (Knapton Decl. ¶ 49.) "[D]uplicative work, however, is not a justification for cutting a fee, unless the lawyer does *unnecessarily* duplicative work." *Mendez v. County of San Bernardino*, 540 F.3d

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1109, 1129 (9th Cir. 2008) (internal quotation marks omitted). Therefore, in order to achieve their requested reduction, Defendants must clearly demonstrate that Plaintiff's attorneys engaged in work that was unnecessarily time consuming.

The Court agrees that billing 15 minutes for reviewing a single email is excessive and grants Defendants' request as to those records. The Court deducts **.5 hours** of the time billed by Ms. Schmidt and **.5 hours** of the time billed by Mr. McNicholas.

Defendants make the unsupported assumption that Plaintiff's counsel billed an excessive amount of time for the completion of certain tasks that do not require such time. (Knapton Decl. ¶ 47.) They have pointed to several entries that supposedly fall within this group, yet have failed to note exactly which tasks they believe took excessive time, how much time the tasks took, or what a reasonable amount of time would be. (See generally Knapton Decl. Ex. 3E.) Based upon a review of Plaintiff's counsels' billing records, there do not appear to be any tasks that were grossly over-billed. (See generally Knapton Decl. Ex. 2.; McNicholas Decl. Ex. 1.) The taking of depositions, preparation of an opposition to summary judgment, and preparation for trial are tasks that are generally time consuming, and the Court sees nothing that necessitates a reduction of 40% as to those tasks.

d. Block Billing

Defendants request that the Court reduce Plaintiff's attorneys' fees by 30% overall to account for numerous records that were block billed. (Knapton Decl. ¶¶ 50-55.) Block billing is the practice of grouping several tasks into a single time recording. *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007). Courts frown upon block billing because it impedes the court's ability to determine whether billed hours are reasonable and tends to inflate legal fees. *Mendez*, 540 F.3d at 1128-29. Defendants argue that a total of 274.5 hours have been block billed and should therefore be reduced by 30%. (Knapton Decl. ¶ 54.) The Court disagrees that such a reduction is necessary and finds that Plaintiff's attorneys have not impermissibly block billed hours. The entries are sufficiently clear and discrete for the Court to assess what the attorneys were working on and whether they expended an unreasonable amount of time. (See generally McNicholas Decl. Ex. 1; Knapton Decl. Ex. 3B.)

The Court also notes that the vast majority of the entries alleged by Defendants to be block billing are in reality broken-down explanations of each part of a single task. (See generally Knapton Decl. Ex. 3B.) For example, one entry criticized by Defendants states: "Review CPF's research re defense argument; read and review related cases." (Knapton Decl. Ex. 3B 1.) While initially appearing to include several tasks, this entry in fact simply provides an explanation of various parts of a single task: the review of CPF's research. Most of the entries pointed to by Defendants are of the same nature: detailed breakdowns of individual tasks into discrete parts. Because the Court finds that Plaintiff's attorneys' billing records sufficiently articulate each task, the Court denies Defendants' request to reduce the 274.5 hours by 30%.



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e. Vague Billing Descriptions

Defendants argue that several hours billed should be reduced by 30% because the billing descriptions are vague. (Knapton Decl. ¶¶ 56-58.) Records that are not sufficiently detailed prevent the Court from determining whether the hours billed are reasonable and can result in the billing of excessive hours. *In re Donovan*, 877 F.2d 982, 995 (D.C. Cir. 1989). The Court concludes that the majority of the records pointed to by Defendants are sufficiently detailed to allow the Court to determine the reasonableness. However, Mr. McNicholas has billed several hours on tasks simply described as "trial preparation" or "work on trial documents". (See generally McNicholas Decl. Ex. 1; Knapton Decl. Ex. 3C 2.) From these limited descriptions, it is entirely unclear what Mr. McNicholas was working on and whether it required the several hours that he billed. The Court finds that 34.5 of the hours billed by Mr. McNicholas are impermissibly vague. The Court will apply the 30% deduction requested by Defendants because this is sufficient to capture the potential inflation of hours attributable to the vague records. (Knapton Decl. ¶ 58.) Thus, the Court deducts **10.35 hours** of the time billed by Mr. McNicholas.

f. Rounded Off Billing Entries

Defendants argue that the Court should reduce Plaintiff's requested attorneys' fees by 10% to account for their unsupported assumption that Plaintiff's attorneys engage in a routine practice of rounding off their entries to the nearest hour. (Opp'n 12; Knapton Decl. ¶¶ 59-61.) Defendants point to several entries that they assume were rounded up, and the support for their argument is simply noting that many billing entries are even numbers. (Knapton Decl. ¶ 60.) Defendants also fail to point to case law supporting their argument that attorney time must be billed in six minute increments, and that such alleged roundings are a proper basis for adjusting the calculation of a lodestar. Thus, the Court declines to reduce Plaintiff's request based on Defendants' allegations of improper rounding.

3. Post-Lodestar Calculation Adjustments

The district court may adjust a fee upward or downward after calculating the lodestar to account for special circumstances. *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983).

a. Plaintiff's Limited Success

Courts recognize that a party may be the prevailing party, yet have only succeeded on a fraction of its claims. *Id.* at 434. To account for such situations, courts may award the full amount of attorneys' fees or grant additional reductions. *Id.*; *Marsu, B.V. v. Walt Disney Co.*, 185 F.3d 932, 939 (9th Cir. 1999). Relevant to this inquiry is the similarity between the successful and unsuccessful claims, because "work on an unsuccessful claim cannot be deemed to have been

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expended in pursuit of the ultimate result achieved." *Hensley*, 461 U.S. at 435 (internal quotation marks omitted).

In this case, Plaintiff prevailed on only his FLSA retaliation claim, losing his due process and state law claims. (Reply 2.) Defendants argue that Plaintiff's successful and unsuccessful claims are substantially unrelated and that Plaintiff's fees should thus be reduced by 80 to 90%. (Opp'n 7-8.) The Court disagrees. The claims are based upon the same core set of facts and generally related legal theories. *See Hensley*, 461 U.S. at 435. The majority of the hours spent on the most time-consuming tasks, such as discovery and trial, would have been necessary regardless of whether Plaintiff had pursued his failed claims. However, the Court recognizes that some effort was expended on the failed claims that did not contribute to Plaintiff's successful claims and therefore grants Defendants a **10% reduction** in the overall amount of fees incurred.

Defendants also argue that an overall reduction is necessary regardless of the relatedness of the claims because Plaintiff's relief is substantially less than what he initially sought. (Opp'n 13.) The Court recognizes that in relation to the multitude of claims brought and Plaintiff's counsels' success in the *Romney* trial, Plaintiff's actual success in this case was limited. The Court believes that the 10% reduction is sufficient to adjust the award for deductions necessary to account for partial success in spite of the relatedness of the claims. *See Hensley*, 461 U.S. at 436 (holding that reductions in attorneys' fees may be necessary even if all claims were interrelated to account for partial success of the plaintiff).

b. Similarity to *Romney* Case

Defendants argue that Plaintiff's attorneys' fees award should be substantially reduced to account for the fact that Plaintiff's attorneys also litigated the *Romney* case. (Opp'n 8-9.) Defendants argue that Plaintiff's counsels' experience with the *Romney* case resulted in "nothing novel or difficult about Plaintiff's case" that would require such a substantial amount of the attorneys' time and effort. (Opp'n 9.) Plaintiff disagrees, arguing that there were some significant differences "including the judicial exhaustion issue, Maislin's changed testimony, [and] Avila's resignation." (Reply 3.) While there were many similarities between the instant case and *Romney*, the Court agrees with Plaintiff that there were several differences necessitating the expenditure of additional time and resources. Thus, the Court declines to reduce Plaintiff's request for fees because Mr. McNicholas litigated the *Romney* case.

B. Plaintiff's Request for Liquidated Damages

Plaintiff argues that he is entitled to an amount of liquidated damages equal to the amount of lost wages awarded by the jury. (Mot. 11-13.) He argues that the language of 29 U.S.C. § 216(b) requires the Court to award such damages when a violation of the FLSA has been found. (Mot. 12.) Defendants disagree with Plaintiff's interpretation of the statute, arguing that liquidated damages are discretionary when defendants are found to have engaged in retaliatory conduct,

CIVIL MINUTES - GENERAL

CASE NO.: CV 11-01326 SJO (FMOx)

DATE: August 2, 2012

rather than wage violations. (Opp'n 15-17.) In support, Defendants point to *Braswell v. City of El Dorado*, 187 F.3d 954 (8th Cir. 1999), and *Blanton v. City of Murfreesboro*, 856 F.2d 731 (6th Cir. 1988), both of which held that an award of liquidated damages in a FLSA retaliation claim is discretionary. (Opp'n 16.) Similarly, in the related *Romney* case, also concerning FLSA retaliation, the court declined to award liquidated damages. (RJN Ex. 4, Ex. 5, May 14, 2012, ECF No. 187-1.) Defendants further argue that the Court should exercise its discretion by not awarding the liquidated damages because an award in this case would not work to advance the purposes of the FLSA. (Opp'n 17.)

Finally, Defendants argue that even if the Court finds that an award would further the purposes of the FLSA, liquidated damages should not be granted because Defendants have a "good faith" defense. (Opp'n 18-19.) Section 260 states that if an employer demonstrates that the violation was committed in good faith, then the court may exercise its discretion and decline to award liquidated damages. 29 U.S.C. § 260. The Court finds that Defendants have not established that they had "reasonable grounds for believing that [their] act or omission was not a violation of the Fair Labor Standards Act." 29 U.S.C. § 260. The Court disagrees with Defendants' argument that because the jury declined to find Defendants liable on Plaintiff's due process and state law claims, Defendants necessarily have a good faith defense. (Opp'n 18-19; Kitabayashi Decl. ¶ 15.)

In the related *Romney* case, liquidated damages were denied not because Defendants had a good faith defense, but because the court found that Plaintiff's award of over \$100,000 in past economic damages was sufficient to effectuate the purposes of the FLSA. (RJN Ex. 4 3.) However, the Court believes that in this case, an award of liquidated damages would help advance the goals of the FLSA. In *Romney*, the plaintiff received a nearly \$4 million verdict, while here, Plaintiff received only \$50,000. (McNicholas Decl. ¶ 6; Opp'n 1.) The Court finds that the additional \$50,000 in liquidated damages would work to compensate Plaintiff for a delay in payment of wages owed and also provide an incentive for future employees to report wage and hour violations by their employers. *Hultgren v. Cnty. of Lancaster*, 913 F.2d 498, 508-09 (8th Cir. 1990) ("Section 216's provision for liquidated damages is intended in part to compensate employees for the delay in payment of wages owed under the FLSA; it is a penalty or a punishment."); (RJN Ex. 4 3.) Thus, the Court awards Plaintiff liquidated damages in the amount of his damages award: \$50,000.

C. Final Calculations

Plaintiff's initial Motion includes a request for: (1) 503.75 hours for Matthew McNicholas; (2) 284 hours for Douglas Winter; (3) 126.25 hours for Catherine Schmidt; (4) 42 hours for Alyssa Schabloski; (5) 107.5 hours for Cameron Fredman; (6) 33.75 hours for Dawn McGuire; and (7) 68.4 hours for Stuart Esner. (Mot. 5.) The Court declines to allow Plaintiff to collect for the hours billed by "YB".



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

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The Court holds that the attorneys' hours will be billed accordingly: (1) \$700/hr for Mr. McNicholas; (2) \$600/hr for Mr. Winter; (3) \$550/hr for Ms. Schmidt; (4) \$450/hr for Ms. Schabloski; (5) \$350/hr for Mr. Fredman; (6) \$150/hr for Ms. McGuire; and (7) \$400/hr for Mr. Esner.

The hours billed by Mr. McNicholas are reduced by 17.85 hours, bringing his total billable hours to 485.9 hours. Thus, Mr. McNicholas's fees total \$340,130.

The hours billed by Mr. Winter are reduced by 23.75 hours, bringing his total billable hours to 260.25. Thus, Mr. Winter's fees total \$156,150.

Ms. Schmidt's billable hours are reduced by only .5 hours, bringing her total billable hours to 125.75. Therefore, \$69,162.50 is the total for her services.

Mr. Fredman's hours total 102.5, after a reduction of 5 hours. Thus, Plaintiff may recover \$35,875 for the services of Mr. Fredman.

The Court will deduct 1 hour of pay from the total amount billed by Ms. McGuire. Thus, Plaintiff may recover \$2,812.50 for the services of Ms. McGuire.<sup>4</sup>

For the services of Ms. Schabloski<sup>5</sup> and Mr. Esner,<sup>6</sup> the Court grants Plaintiff the full amount requested: \$14,287.50 and \$25,360 respectively. (Mot. 5-6.) This brings the preliminary total to \$643,877.50. Applying a 10% reduction to account for Plaintiff's limited success, the Court **AWARDS** Plaintiff **\$579,400 in attorneys' fees**.

The Court also **GRANTS** Plaintiff **\$50,000 in liquidated damages**.

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<sup>4</sup> Ms. McGuire billed 14 hours at no charge. (McNicholas Decl. Ex. 1.) Thus, the fee award for Ms. McGuire is based on an initial request of 19.75 hours billed at the hourly rate.

<sup>5</sup> Ms. Schabloski's billed 10.25 hours at no charge. (McNicholas Decl. Ex. 1.) Thus, the fee award is based on an initial request of 31.75 hours billed at the hourly rate.

<sup>6</sup> Mr. Esner did not charge for 5 hours at trial. (Esner Decl. 2.) Thus, the fee award is based on an initial request of 63.4 hours billed at the hourly rate.

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III. RULING

For the foregoing reasons, Plaintiff's Motion is **GRANTED IN PART** and **DENIED IN PART**. Plaintiff shall recover attorneys' fees in the amount of **\$579,400** and liquidated damages in the amount of **\$50,000**. The Judgment is hereby amended accordingly.

IT IS SO ORDERED.

cc: fiscal

# **EXHIBIT**

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United States District Court  
For the Northern District of California

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

VALLABHAPURAPU, et al.,  
Plaintiffs,  
v.  
BURGER KING CORPORATION,  
Defendant

No. C 11-00667 WHA

**ORDER GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS  
SETTLEMENT; MOTION FOR AN  
AWARD OF ATTORNEY’S FEES  
AND COSTS**

**INTRODUCTION**

This is an ADA disability-access class action alleging barriers to access on behalf of mobility-impaired customers of restaurants in California leased by defendant Burger King Corporation. The parties have filed a joint motion for final approval of the settlement. Class counsel also requests attorney’s fees and litigation costs and expenses. For the reasons explained below, final approval of the proposed settlement is **GRANTED**. Plaintiffs’ motion for attorney’s fees and costs is **GRANTED**.

**STATEMENT**

This action is the second part of a class action originally asserted against Burger King Corporation. Plaintiffs alleged that restaurants that Burger King Corporation leases to its franchisees in California violated the Americans with Disabilities Act, the Unruh Civil Rights Act, and the California Disabled Persons Act. Plaintiffs alleged that Burger King violated state

1 and federal regulations by pursuing discriminatory policies or practices that resulted in unlawful  
2 architectural or design barriers which denied customers who use wheelchairs or scooters access  
3 to services at these Burger King restaurants.

4 In the first part of the litigation, *Castaneda v. Burger King Corporation*, No. 08-04262  
5 WHA, ten classes were certified as to ten of the alleged non-compliant restaurants. The parties  
6 reached a class settlement, final approval of which was granted by this Court in July 2010.

7 Plaintiffs then filed this action in February 2011 against Burger King. The complaint in  
8 this action brings the same claims and asserts class action allegations as to the remaining 86  
9 restaurants not included in the *Castaneda* settlement. Plaintiffs reached a settlement agreement  
10 with Burger King regarding the remaining 86 restaurants in this action.

11 The proposed class action settlement provides for significant injunctive relief and  
12 damages. Specifically, the injunctive relief includes all of the measures agreed to in *Castaneda*,  
13 including the elimination of all accessibility barriers and the use of mandatory checklists with  
14 specific accessibility items for remodeling, alterations, repairs, and maintenance. An additional  
15 remedial measure not included in the *Castaneda* settlement is that Burger King will include in its  
16 manual to its franchisees the recommendation that franchisees check the force required to open  
17 all public exterior and restroom doors twice per month to ensure that they do not require more  
18 than five pounds of pressure to open. The proposed settlement provides for a cash payment of  
19 \$19,000,000 to satisfy and settle all claims for damages, as well as any attorney’s fees and costs  
20 awarded (Settlement Agreement ¶ 9.1.1). The settlement agreement provides that it “does not in  
21 any way affect the rights, obligations, or restaurants at issue in the *Castaneda* Settlement” (*id.* at  
22 ¶ 1.5). Of the 86 restaurants originally at issue, the injunctive relief applies to the 77 Burger  
23 King restaurants that are still in business and are leased by Burger King to franchisees in  
24 California.

25 After reviewing the proposed class settlement and revising the proposed notice forms, the  
26 Court directed plaintiffs to give notice to class members so that a fairness hearing could be held.  
27 A “short-form notice” was approved, which was required to be posted for 30 calendar days at  
28 each of the restaurants covered by the class certification order. A “long-form notice” was also

1 approved, which was to be sent out to existing damage claimants and to northern California  
2 disability rights groups. A fairness hearing was held on October 25, 2012 and addressed (1)  
3 whether the proposed settlement should be approved, and (2) the amount of fees and costs to be  
4 awarded to class counsel from the settlement fund.

5 The deadline for class members to object or opt out of the settlement was September 17,  
6 2012. Class members can opt in to receive monetary damages by November 15. Each damages  
7 claimant is required to complete a claim form documenting his or her eligible visits to one of the  
8 86 restaurants where he or she encountered a barrier to access. As in *Castaneda*, the proposed  
9 settlement provides that monetary awards to each damages claimant will be distributed pro rata  
10 based on the total number of visits by each damages claimant, with a maximum number of six  
11 visits for which each claimant may obtain recovery. Class members who do not opt in to receive  
12 damages claims do not release their rights to pursue such damages claims separately.

13 Plaintiffs also move for a combined \$4,823,082.58 in attorney’s fees and litigation costs  
14 and expenses, consisting of reimbursement of \$230,776.77 in litigation costs and expenses, and  
15 \$4,592,305.81 in attorney’s fees. To provide class members with an opportunity to review and  
16 comment on the application for an award of attorney’s fees and costs, class counsel posted the  
17 application on their website three weeks prior to the September 17 object/opt-out deadline (Lah  
18 Decl. ¶ 7).

19 **ANALYSIS**

20 This order first explains why the pending settlement is fair, reasonable and adequate  
21 under FRCP 23(e) and *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (setting  
22 forth the factors to be considered when evaluating class action settlements). Next, this order  
23 discusses why the awarded attorney’s fees are reasonable.

24 **1. THE SETTLEMENT AGREEMENT IS FAIR, REASONABLE, AND ADEQUATE.**

25 Having considered the terms of the settlement agreement, proposed plan of distribution,  
26 and adequacy of notice to class members, and having considered the motion for final approval  
27 of the settlement agreement, the declarations submitted therewith, oral argument by counsel,  
28 and all other documents of record in this matter, this order holds that the settlement agreement

1 is in the best interests of the class and is fair, reasonable, and adequate under the factors set forth  
2 in *Hanlon*.

3 No objections to the settlement have been filed or received by counsel or the claims  
4 administrator. One class member opted out (Keough Decl. ¶¶ 14–15). Class counsel attempted  
5 to contact the individual several times and confirmed that she was not interested in participating  
6 in the settlement (Lah Decl. ¶ 6). The settlement agreement provides for injunctive relief,  
7 including the elimination of alleged accessibility barriers, the use of mandatory checklists with  
8 specific accessibility items for remodeling, alterations, repairs and maintenance, and the  
9 monitoring of compliance. Burger King will also include in its manual a guideline that  
10 franchisees should check to ensure the appropriate force is required to open public exterior and  
11 restroom doors. The settlement agreement provides for the Court to retain jurisdiction to enforce  
12 the terms of settlement until October 26, 2016, four years after the settlement agreement has  
13 been finalized.

14 The settlement also provides for a cash payment of \$19,000,000 to the settlement class.  
15 Monetary awards to each claimant in the settlement class will be distributed pro rata based on the  
16 total number of visits by each damages claimant to one of the 86 restaurants where he or she  
17 encountered a barrier, with a maximum number of six visits for which each damages claimant  
18 can obtain recovery. Each of these damage claimants must complete a claim form documenting  
19 his or her eligible visits. Payment for the costs of notifying and administering the settlement up  
20 to \$100,000 shall be paid by class counsel’s awarded attorney’s fees, while costs above those  
21 amounts shall come from the settlement fund.

22 The class administrator reported that, as of October 11, 620 individuals had submitted  
23 claim forms to recover damages. The class administrator estimated that, assuming a net  
24 settlement fund of \$14,250,000, the average award value is \$22,983.87 per processed claim,  
25 \$1,253.62 per store visit based on a raw store visit count, and \$4,968.61 per store visit based on  
26 an adjusted store visit count (limiting the number of eligible visits per claimant to six visits)  
27 (Keough Decl. ¶ 16). The parties state that, if the numbers reported by the claims administrator  
28 do not change significantly, the average recovery per claimant will be 50 percent above the



1 average recovery in *Castaneda* (Br. 12–13). At the final fairness hearing, class counsel stated  
2 that as of October 22, 677 individuals have submitted claim forms to recover damages.

3 Accordingly, final approval of the settlement and plan of allocation is hereby **GRANTED**.

4 **2. ATTORNEY’S FEES AND COSTS.**

5 Despite the settlement agreement and defendant’s acquiescence to the attorney’s fees  
6 sought, a court must still ensure that the attorney’s fees and costs awarded are “fair, reasonable,  
7 and adequate.” *See Staton v. Boeing, Co.*, 327 F. 3d 938, 963–64 (9th Cir. 2003). Common fund  
8 fees, as we have here, are consistent with the “American Rule” (*i.e.*, that each party pays for its  
9 own litigation expenses), and “a litigant or lawyer who recovers from the common fund for the  
10 benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from  
11 the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

12 District courts in this circuit may use two different approaches to gauge the  
13 reasonableness of a requested fee award under the traditional common-fund approach. The first  
14 is the lodestar method, whereby a reasonable number of hours is multiplied by a reasonable  
15 hourly rate. The lodestar may include a risk multiplier to enhance the fees under certain  
16 circumstances, in which a court considers “the quality of the representation, the benefit obtained  
17 for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.”  
18 *Hanlon*, 150 F.3d at 1026. Our court of appeals, however, also allows a calculation based upon a  
19 percentage of the common fund. *See Staton*, 327 F.3d at 967–68. The benchmark percentage is  
20 25 percent. *See Hanlon*, 150 F.3d 1011, 1026. Here, the requested \$4,592,305.81 in attorney’s  
21 fees equals approximately 25 percent of the settlement fund, after costs.

22 In *Castaneda*, class counsel reduced their lodestar by \$1,106,625.35, representing over  
23 4,500 hours for work attributable to the 86 restaurants covered by the current settlement  
24 (*Castaneda* Dkt. No. 346 ¶ 41; Fox Decl. ¶ 39). After *Castaneda*, class counsel spent an  
25 additional 5,568.53 hours on the current settlement, after exercising billing judgment and  
26 deleting 557.6 hours (Lee Decl., Exh. B). In total, class counsel claim to have expended over ten  
27 thousand hours in this six-year action (*ibid.*). After applying what they assert are reasonable  
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1 rates to those hours (ranging from \$335 to \$825 for the attorneys, and from \$225 to \$275 for  
2 paralegals and other staff), counsel calculate a lodestar of \$3,546,721.60 (Br. 12).

3 Counsel request that this order enhance the total fee award by applying a multiplier of  
4 1.29, which this order finds warranted given “the quality of the representation, the benefit  
5 obtained for the class, the complexity and novelty of the issues presented, and the risk of  
6 nonpayment” in this action. *Hanlon*, 150 F.3d at 1029. The determinative factor, however, is  
7 the benefit to the class. Even after the requested attorney’s fees and costs are deducted, the  
8 monetary damages of over \$14 million — which, according to plaintiffs, is the largest total  
9 recovery amount ever obtained in a disability access case — is only part of the relief obtained for  
10 class members. As noted above, the settlement also provides for considerable measures of  
11 injunctive relief at the restaurants at issue to eliminate accessibility barriers. Because the  
12 deadline for claims is November 15, 2012, the average monetary recovery per damages claimant  
13 is yet unknown; however, the \$14 million net settlement fund, by itself, is very good. Based on  
14 the current number of processed claims, class counsel estimates that the average recovery per  
15 claimant will be nearly 50 percent above the average recovery in *Castaneda* (Br. 12–13).  
16 Accordingly, the benefits provided to the class warrant the requested fee award. Class counsel’s  
17 request for \$4,592,305.81 in attorney’s fees is fair, reasonable, and adequate.

18 Plaintiffs’ counsel seek \$230,776.77 in litigation costs and expenses. This order finds  
19 that the costs and expenses, as detailed by class counsel, are reasonable. Additionally, plaintiffs’  
20 counsel have not included in this amount the \$100,000 in claims administration costs that they  
21 have agreed to pay out of their recovered attorney’s fees. For the reasons stated above, the  
22 request for attorney’s fees and reimbursement of litigation costs and expenses is **GRANTED**.

23 **CONCLUSION**

24 Accordingly, it is hereby ordered as follows:

25 1. The Court hereby finds that the settlement is fair, reasonable, and adequate as to  
26 the class, plaintiffs, and defendants, that it is the product of good faith, arms-length negotiations  
27 between the parties, and that the settlement is consistent with public policy and fully complies  
28 with all applicable provisions of law. The breadth of the release to be imposed on the absent

1 class members is sufficiently narrow. Absent class members who have not opted in to pursue  
2 damages claims release only non-monetary claims relating to the accessibility of the restaurants  
3 covered by the settlement based on conduct preceding final approval of the settlement  
4 agreement. They do not release any claims for monetary damages. The final settlement is  
5 therefore approved.

6 2. The notice given to class members and potential damages claimants was the best  
7 notice practicable under the circumstances, was valid, gave due and sufficient notice to all class  
8 members, and complied fully with the Federal Rules of Civil Procedure, due process, and all  
9 other applicable laws. A long-form notice was mailed to all known damages claimants described  
10 in the proposed settlement. A short-form notice was posted for a period of 30 calendar days in  
11 all Burger King restaurants covered by the settlement, which provided information for obtaining  
12 the long-form notice and opt-in/opt-out form. The short-form notice was also mailed to northern  
13 California disability rights groups. The long-form and short-form notices provided information  
14 regarding the manner in which class members could object to or participate in the settlement and  
15 the manner in which class members could opt out of the class. A full and fair opportunity was  
16 afforded to class members to participate in the proceedings to determine whether the proposed  
17 settlement should be given final approval. Accordingly, this order holds that all class members  
18 who did not exclude themselves from the settlement by filing a timely request for exclusion are  
19 bound by this settlement order and judgment.

20 3. The Court retains continuing jurisdiction over the class action, named plaintiffs,  
21 the class, and defendant for four years (until October 26, 2016) from the date of entry of this  
22 order in order to supervise the implementation, enforcement, construction and interpretation of  
23 the revised settlement agreement and this order.

24 4. The Court hereby awards to plaintiffs' counsel attorney's fees of \$4,592,305.81 and  
25 \$230,776.77 in litigation costs and expenses, to be paid from the settlement fund. Plaintiffs'  
26 counsel shall be awarded the \$230,776.77 as well as 50 percent of the attorney's fees now; the  
27 remaining 50 percent may be recovered only after counsel certifies that the fund is completely  
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1 wound up. If problems do arise and if management of this fund so necessitates, any shortfall in  
2 funds to pay class members may be deducted from the unpaid attorney's fees.

3 5. Damages claimants who have already opted in or intend to opt in to receive monetary  
4 damages have until November 15, 2012, to complete, sign, and submit their claim forms for  
5 shares of the damages fund. Eligibility for payments from the net settlement fund shall be  
6 determined based on the procedure set forth in section nine of the settlement agreement.

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**IT IS SO ORDERED.**

Dated: October 26, 2012.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE

**United States District Court**  
For the Northern District of California

# **EXHIBIT**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LONG BEACH AREA PEACE NETWORK, et al.,	)	NO. CV 04-08510 SJO (SSx)
Plaintiffs,	)	<b>ORDER GRANTING PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS AGAINST DEFENDANT</b> [Docket No. 56]
v.	)	
CITY OF LONG BEACH,	)	
Defendant.	)	

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This matter is before the Court on Plaintiffs Long Beach Area Peace Network and Diana Mann's (collectively, "Plaintiffs") Motion for Award of Attorneys' Fees and Costs, filed April 15, 2010. Defendant City of Long Beach ("Defendant") filed an Opposition to which Plaintiffs replied. The Court found this matter suitable for disposition without oral argument and vacated the hearing set for May 24, 2010. See Fed. R. Civ. P. 78(b). Because of the following reasons, Plaintiffs' Motion is GRANTED.

I. BACKGROUND

Defendant adopted an ordinance, codified in §§ 5.60 *et seq.*, of the Long Beach Municipal Code ("LBMC"), that established a permit scheme for parades and assemblies held in the City of Long Beach (the "Ordinance"). Plaintiffs filed a "facial challenge" to the Ordinance, seeking: (1) declaratory and injunctive relief; (2) compensatory damages; and (3) attorneys' fees. On November 15, 2004, the Court permanently enjoined Defendant from enforcing the Ordinance

1 on the grounds that the Ordinance constituted an unconstitutional restraint on speech and  
2 assembly. Defendant subsequently appealed the Court's Order to the Ninth Circuit.

3 In *Long Beach Area Peace Network v. City of Long Beach*, 574 F.3d 1011 (9th Cir. 2009),  
4 the Ninth Circuit affirmed in part and reversed in part, and remanded the issue of whether the four  
5 unconstitutional provisions could be severed. Defendant filed a petition for rehearing *en banc*,  
6 which was denied. Defendant then petitioned for a Writ of Certiorari with the United States  
7 Supreme Court, which was also denied.

8 On March 15, 2010, the Court heard argument on whether the unconstitutional provisions  
9 of the Ordinance were severable and concluded on April 1, 2010, that the provisions were not  
10 severable and thus the entire Ordinance was invalid. (Docket ("Dkt.") No. 43.) Plaintiffs now  
11 move for attorneys' fees and costs. (See *generally* Pls.' Mot. for an Order Awarding Attorneys'  
12 Fees and Costs Pursuant to 42 U.S.C. § 1983 and California Code of Civil Procedure § 1021.5  
13 ("Pls.' Mot.").)

14 II. DISCUSSION

15 A. Attorneys' Fees

16 42 U.S.C. § 1988 states that "[i]n any action or proceeding to enforce a provision of [section  
17 1983] . . . the court, in its discretion, may allow the prevailing party . . . a reasonable attorney[s]'  
18 fee as part of the costs . . . ." 42 U.S.C. § 1988. In determining the amount of attorneys' fees to  
19 be awarded, the court must first determine the lodestar figure, which is calculated by multiplying  
20 the number of hours reasonably expended on the litigation by a reasonable hourly rate. See  
21 *Hensley v. Eckerhart*, 461 U.S. 424, 434-35 (1983). The lodestar figure is presumptively  
22 reasonable. See *Quesada v. Thomason*, 850 F.2d 537, 539 (9th Cir. 1988). Hours are not  
23 reasonably expended if they are "excessive, redundant, or otherwise unnecessary." *Hensley*, 461  
24 U.S. at 434. The reasonable hourly rate is the rate "prevailing in the community for similar work  
25 performed by attorneys of reasonably comparable skill, experience, and reputation." *Blum*  
26 *v. Stenson*, 465 U.S. 886, 895 n.11 (1984). Once calculated, the court may then adjust the  
27 lodestar amount up or down based on a number of factors, including:  
28



1 (1) [t]he time and labor required; (2) [t]he novelty and difficulty of the  
2 questions; (3) [t]he skill requisite to perform the legal services  
3 properly; (4) [t]he preclusion of other employment due to acceptance  
4 of the case; (5) [t]he customary fee; (6) [t]he contingent or fixed nature  
5 of the fee; (7) [t]he limitations imposed by the client or the case; (8)  
6 the amount involved and the results obtained; (9) [t]he experience,  
7 reputation, and ability of the attorneys; (10) [t]he undesirability of the  
8 case; (11) [t]he nature of the professional relationship with the client;  
9 and (12) [a]wards in similar cases.

10 *Intel Corp. v. Terabyte Int'l*, 6 F.3d 614, 622 (9th Cir. 1993). In seeking attorneys' fees under this  
11 method, "the fee applicant has the burden of producing satisfactory evidence, in addition to the  
12 affidavits of its counsel, that the requested rates are in line with those prevailing in the community  
13 for similar services . . . and that the claimed number of hours is reasonable . . . ." *Id.* at 622-23.

14 Plaintiffs allege that they are entitled to attorneys' fees and costs as prevailing parties under  
15 42 U.S.C. § 1983. (Pls.' Mot. 2:13-16.)

16 1. Reasonableness of Hourly Rate

17 As established in *Blum v. Stenson*, the reasonableness of an hourly rate is "calculated  
18 according to the prevailing market rates in the relevant community, regardless of whether plaintiff  
19 is represented by private or nonprofit counsel . . . . [T]he rates should be in line with those  
20 prevailing in the community for similar services by lawyers of reasonably comparable skill,  
21 experience, and reputation." *Blum*, 465 U.S. at 896 n.11. Plaintiffs have submitted affidavits and  
22 cases in support of the reasonableness of the hourly rate charged by Plaintiffs' attorneys. (Pls.'  
23 Mot., Ex. 3-8; Pls.' Mot., Decl. of Barrett Litt in Support of Plaintiffs' Motion for an Order Awarding  
24 Attorneys' Fees and Costs.) Accordingly, the rates are presumed to be reasonable unless  
25 Defendant can show that the rates are not in line with those prevailing in the community. See  
26 *Blum*, 465 U.S. at 896 n.11.

27 Defendant has not presented sufficient evidence to refute the figures provided by Plaintiffs,  
28 instead relying on references to the United States Attorney's Office ("USAO") *Laffey* Matrix and

1 the Altman Weil Survey of Law Firm Economics.<sup>1</sup> (See generally Mem. of P. & A. in Opp'n to Pls.'  
2 Mot. for Attorneys' Fees ("Def.'s Opp'n").) However, neither alternative is representative of the  
3 "prevailing market rates in the relevant community" of Los Angeles. *Blum*, 465 U.S. at 896 n.11.  
4 Since neither the *Laffey* Matrix nor the Altman Weil Survey are applicable, Defendant has failed  
5 to rebut the presumption of reasonableness of Plaintiffs' claimed rates. See *id.*

6 After review of the evidence presented by the parties in support of fees, the Court finds that  
7 the requested rates are reasonable for each of the attorneys, clerks, and paralegals.

8 2. Reasonableness of Claimed Number of Hours

9 Hours are not reasonably expended if they are "excessive, redundant, or otherwise  
10 unnecessary." *Hensley*, 461 U.S. at 434. Moreover, the "fee applicant bears the burden of  
11 documenting the appropriate hours expended in the litigation and must submit evidence in support  
12 of these hours worked." *Gates v. Deukmejian*, 987 F.2d 1392, 1397 (9th Cir. 1992). Once the fee  
13 applicant has met that burden, the opposing party "has a burden of rebuttal that requires  
14 submission of evidence to the district court challenging the accuracy and reasonableness of the  
15 hours charged." *Id.* at 1397-98.

16 Plaintiffs have submitted a sufficiently detailed breakdown of time spent on various levels  
17 of the litigation. (Pls.' Mot. 6:3-25.) Plaintiffs allege that they have exercised billing judgment by  
18 excluding the time spent preparing briefs in Small Claims Court and for issues that were ultimately  
19 unsuccessful. See *Hensley*, 461 U.S. at 434; Pls.' Mot. 5:10-20. In total, Plaintiffs contend that  
20 they have already eliminated 46 hours from Ms. Thornton's time and 41 hours from Ms. Sobel's  
21 hours. (Pls.' Mot. 5:10-20.)

22 However, Defendant argues that the hours billed are still unreasonable and must be  
23 reduced. The Court will address each of Defendant's arguments separately.

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<sup>1</sup> The USAO *Laffey* Matrix is a publication based on District of Columbia averages of hourly rates charged by attorneys, whereas the Altman Weil Survey is a national average of hourly rates charged by attorneys in the United States. The Court notes that Defendant failed to provide the *Laffey* Matrix, as well as the pertinent portions of the Altman Weil Survey.

1                   a.     Ms. Sobel's Use of an Associate

2             Defendant wishes to exclude all of Ms. Thornton's involvement in the appellate process  
3 when calculating attorneys' fees. (Opp'n to Appellees' Application for Attorneys' Fees attached  
4 as Ex. 1 to Def.'s Opp'n ("Ex. 1").) However, Defendant's request implies that Defendant would  
5 have preferred Ms. Sobel to conduct the same basic research and drafting tasks done by  
6 Ms. Thornton, but at more than three times the billing rate. (Pls.' Reply to the Opp'n to Attorneys'  
7 Fees and Costs ("Pls.' Reply") 6:13-24.) Had Ms. Sobel completed all of the work done by  
8 Ms. Thornton, Plaintiffs' fees would be even higher. Accordingly, the Court finds that Plaintiffs' use  
9 of an associate was neither excessive nor unwarranted.

10                   b.     Ninth Circuit Appeal

11             Defendant alleges that Ms. Sobel's general experience in First Amendment law and her  
12 involvement as lead attorney in *Santa Monica Food Not Bombs v. Santa Monica*, 450 F.3d 1022  
13 (9th Cir. 2006), necessarily resulted in duplicitous research. (Def.'s Opp'n 2:24-25.) However, the  
14 Court finds that any duplicitous work was done out of necessity, especially given the fact that  
15 litigation occurred over several years. (Pls.' Reply 2:9-10.)

16             Defendant also contends that a reduction in attorneys' fees is warranted because Plaintiffs  
17 were only successful on four out of nine issues. (Ex. 1.) This is irrelevant because Plaintiffs were  
18 ultimately successful in invalidating the entire Ordinance. (*See generally* Pls.' Reply.)  
19 Accordingly, the Court finds this argument is without merit.

20             Alternatively, Defendant contends that Plaintiffs' failure to follow Ninth Circuit Rule 28-2.6<sup>2</sup>  
21 resulted in unnecessary supplemental briefing in the present case because the "matters could  
22 have potentially been consolidated and the necessity and expense of supplemental briefing could  
23 have been avoided." (Ex. 1.) There is no evidence that the Ninth Circuit would have consolidated  
24 the matters. Accordingly, the Court finds that this argument lacks merit. After reviewing the  
25 evidence presented by both parties, the Court finds no reduction in attorneys' fees is necessary

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27             <sup>2</sup> Ninth Circuit Rule 28-2.6 states in pertinent part: "[e]ach party shall identify in a statement  
28 . . . any known related case pending in [the Ninth Circuit] . . . . Cases are deemed related if they  
. . . raise the same or closely related issues . . . ." Fed. R. App. P. 28-2.6.

1 for the appellate process. Accordingly, Plaintiffs are awarded \$119,082.50 in attorneys' fees for  
2 work done during the appeals process.

3 c. United States Supreme Court Briefing

4 Defendant alleges that spending 141.1 hours on Plaintiffs' Brief in opposition to Defendant's  
5 Petition for Writ of Certiorari is excessive because Plaintiffs merely quoted and paraphrased  
6 liberally from the Ninth Circuit opinion and provided little independent legal analysis. (Def.'s Opp'n  
7 4.) However, Plaintiffs allege that it had to research numerous new cases and issues. (Pls.' Reply  
8 6:25-28.) Furthermore, Plaintiffs argue that 19 months passed between the time Plaintiffs filed  
9 their Opposition to the petition for rehearing *en banc* in May 2008 to the time they filed their  
10 Response to the Petition for Certiorari in December 2009. (Pls.' Reply 7:22-24.) Thus, although  
11 the work may have been duplicitous, given the time lapse between actions, the Court finds that  
12 any duplication was necessary. The Court finds that no reduction in attorneys' fees is necessary.  
13 Accordingly, the Court finds the sum of \$71,322.50 to be appropriate, and thus awards such an  
14 amount for matters related to the Petition for Certiorari.

15 d. District Court Proceedings

16 Defendant alleges that Plaintiffs are not entitled to collect attorneys' fees for the original  
17 district court proceedings because they failed to file a timely application for attorneys' fees  
18 pursuant to Federal Rule of Civil Procedure ("Rule") 54(d)(2)(B)(i).<sup>3</sup> See Fed. R. Civ. P.  
19 54(d)(2)(B)(i). However, Local Rule 54-12 permits the filing of a motion for attorneys' fees fourteen  
20 days after any final order is issued. See Local Rule 54-12.<sup>4</sup> Plaintiffs contend that the term "final  
21 order" means after the time for filing an appeal has expired "such that there is no longer any  
22 possibility that the district court's judgment is open to attack." *Al-Harbi v. Immigration and*  
23 *Naturalization Serv.*, 284 F.3d 1080, 1082 (9th Cir. 2002). The Court issued its Order denying  
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25 <sup>3</sup> Rule 54(d)(2)(B)(i) states that a motion for attorneys' fees must "be filed no later than 14  
26 days after the entry of judgment[.]" Fed. R. Civ. P. 54(d)(2)(B)(i).

27 <sup>4</sup> Local Rule 54-12 states that "[a]ny motion or application for attorneys' fees shall be  
28 served and filed within fourteen (14) days after the entry or judgment or other final order, unless  
otherwise ordered by the Court."

1 severability on April 1, 2010, and the instant Motion for attorneys' fees was filed on April 14, 2010.  
2 (See Dkt. No. 55; Dkt. No. 56.) Since the instant Motion was filed within 14 days from the final  
3 Order denying severability, Plaintiffs are not precluded from seeking attorneys' fees for the original  
4 district court proceedings. Accordingly, Plaintiffs are awarded \$67,405.00 for work done for the  
5 original district court proceedings.

6 e. Severability and Post-Appellate Proceedings

7 Defendant alleges that Ms. Sobel's involvement in *Long Beach Lesbian & Gay Pride, Inc.*  
8 *v. City of Long Beach*, 17 Cal. Rptr. 2d 861 (Cal. App. 1993), a case dealing with a prior version  
9 of the same city ordinance as the instant case, necessarily means that some hours expended  
10 working on the severability hearings in the instant case are duplicitous. (Def.'s Opp'n 5:3-12.)  
11 *Long Beach Lesbian & Gay Pride, Inc.* was decided in 1993, almost two decades ago and a whole  
12 decade before the commencement of the instant litigation. Over such a long period of time, laws  
13 may change and work product may become stale. See *Moreno v. City of Sacramento*, 534 F.3d  
14 1006, 1112 (9th Cir. 2008). At a bare minimum, an attorney "needs to get up to speed with the  
15 research previously performed." *Id.* Thus, the Court finds Defendant's argument without merit.  
16 Accordingly, the Court finds the sum of \$19,690.00 to be a reasonable sum of attorneys' fees for  
17 the severability hearing and post-appeal proceedings.

18 f. Work on the Motion for Attorneys' Fees and Costs

19 Defendant argues that the hours billed for the instant Motion are excessive because  
20 Plaintiffs only had to include a minor amount of additional information and thus much of the work  
21 was duplicative. (Def.'s Opp'n 5:20-24.) Plaintiffs initially sought 17.9 hours, but request an  
22 additional 18.4 hours for time spent on the Reply. Plaintiffs are not required to travel to, appear  
23 at, or prepare for a hearing regarding this matter. Accordingly, Plaintiffs' request for fees for 4.5  
24 hours of time for such matters is denied. As such, total hours billable for work done regarding the  
25 instant Motion is 31.8 hours at \$725 per hour for a total of \$23,055.

26 B. Costs

27 The Court is unable to locate the Bill of Costs that Plaintiffs allegedly transferred from the  
28 Ninth Circuit, as it is not attached as Exhibit 15 to the Declaration of Ms. Sobel as Plaintiffs claim.

1 (Decl. of Carol A. Sobel in Support of Mot. for an Order Awarding Attorneys' Fees and Costs ¶ 20.)  
2 The only enumerated costs that can be found are in Ms. Sobel's Supplemental Declaration  
3 attached to Plaintiffs' Reply. (Pls.' Reply, Supplemental Decl. of Carol A. Sobel ¶ 12.)  
4 Accordingly, Plaintiffs are awarded \$190.68 for out-of-pocket costs. (Pls.' Reply, Supplemental  
5 Decl. of Carol A. Sobel ¶ 12.)

6 III. RULING

7 For the foregoing reasons, Plaintiffs' Motion for an Order Awarding Attorneys' Fees and  
8 Costs is GRANTED. Accordingly, the Court awards Plaintiffs attorneys' fees and costs in the  
9 amount of \$300,745.68.

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11 IT IS SO ORDERED.

12 Dated: July 2, 2010.

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16 S. JAMES OTERO  
17 UNITED STATES DISTRICT JUDGE  
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# **EXHIBIT**

**23**



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES - GENERAL**

Case No. 2:11-cv-08145-CAS-SHX Date March 3, 2014

Title TROY J. DUGAN V. COUNTY OF LOS ANGELES, ET AL.

Present: The Honorable CHRISTINA A. SNYDER

CATHERINE JEANG

N/A

N/A

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

**Proceedings:** (In Chambers:) PLAINTIFF'S MOTION FOR ATTORNEY FEES (Dkt. #234, filed Jan. 7, 2014)

**I. INTRODUCTION AND BACKGROUND**

Plaintiff Troy Dugan filed this action on September 30, 2011. Dkt. #1. Plaintiff filed the operative first amended complaint ("FAC") on December 12, 2011. Dkt. #9. The FAC asserted claims for violations of constitutional rights under 42 U.S.C. § 1983 against defendants Los Angeles County, the Los Angeles County Sheriff's Department ("LACS"), Los Angeles County Sheriff's Deputies Christopher Nance, and Brett Binder, Sergeant John Stanley, and other personnel employed by the Los Angeles County Sheriff's Department. *Id.*

Following a stipulated dismissal of several defendants, the case was tried to a jury in July and August 2013 against Deputy Brett Binder ("Binder"), former LACS Deputy Christopher Nance ("Nance"), and LACS Sergeant John Stanley ("Stanley"). Plaintiff asserted claims for excessive force and unlawful arrest under 42 U.S.C. § 1983 against defendants Nance and Binder, and asserted a claim for malicious prosecution under 42 U.S.C. § 1983 against all three defendants. Dkt. #200. The jury returned a special verdict in favor of plaintiff, and awarded \$850,000 in compensatory damages. *Id.* In a separate punitive damages phase of the trial, the jury awarded \$50,000 against each defendant. Dkt. #215. By order dated December 16, 2013, the Court denied defendants' motions for judgment as a matter of law and for a new trial. Dkt. #229.

Plaintiff filed a motion for attorney's fees on January 7, 2014. Dkt. #234. Defendants filed an opposition on January 28, 2014, dkt. #239, and plaintiff replied on February 4, 2014, dkt. #242. Plaintiff requests fees for the work of attorneys Todd Burns

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and Gabriel Cohan, as well as non-taxable costs. The Court held a hearing on February 24, 2014, and thereafter took the matter under submission. After considering the parties' arguments, the Court finds and concludes as follows.

## II. LEGAL STANDARD

42 U.S.C. § 1988 provides that “the court, in its discretion, may allow the prevailing party . . . a reasonable attorney’s fee as part of the costs.” 42 U.S.C. § 1988(b). “The purpose of § 1988 is to ensure effective access to the judicial process for persons with civil rights grievances. Accordingly, a prevailing plaintiff should ordinarily recover an attorney’s fee unless special circumstances would render such an award unjust.” Hensley v. Eckerhart, 461 U.S. 424, 429 (1983) (internal quotations and citations omitted). In applying the “special circumstances” exception, the Court focuses on two factors: (1) whether allowing attorneys’ fees would further the purpose of the statute and (2) whether the balance of equities favors or disfavors the denial of fees. Gilbert v. City of Westminster, 177 F.3d 839, 870 (9th Cir. 1999).

Where fee awards are appropriate and available, “the fee applicant bears the burden of establishing entitlement to an award and documenting the appropriate hours expended and hourly rates.” Hensley, 461U.S. at 437. “The party opposing the fee application has a burden of rebuttal that requires submission of evidence to the district court challenging the accuracy and reasonableness of the hours charged or the facts asserted by the prevailing party and submitted affidavits.” Gates v. Gomez, F.3d 525, 534–35 (9th Cir. 1995).

The Court has an independent duty to determine whether the hours and hourly rates submitted by the fee applicant are “reasonable,” and to reach its own “lodestar” value, which is “the number of hours reasonably expended . . . multiplied by a reasonable hourly rate.” Hensley, 461 U. S. at 433. In Hensley, the Supreme Court set forth twelve factors that may be considered in determining both the lodestar value and a potential adjustment.<sup>1</sup>

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<sup>1</sup> The twelve factors identified are: (1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal service properly; (4) whether accepting the case precluded the attorney from taking other work; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by

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Id. at 430. The lodestar amount is “presumptively the reasonable fee amount,” and should be adjusted upward or downward by a multiplier in “rare” or “exceptional” cases only. Van Gerwen v. Guarantee Mut. Life Co., 214 F.3d 1041, 1045 (9th Cir. 2000).<sup>2</sup>

### III. DISCUSSION

#### A. Reasonable Hourly Rate

In determining a reasonable hourly rate, a court should look to the prevailing market rates in the relevant legal community. Perdue v. Kenny A. ex rel. Winn, 559 U.S. 542, 551 (2010). By multiplying this rate by the number of hours expended on the litigation, the fee award will “roughly approximate[] the fee that the prevailing attorney would have received if he or she had been representing a paying client who was billed by the hour in a comparable case.” Id. In determining a reasonable hourly rate, a district court should consider “the experience, skill, and reputation of the attorney requesting fees.” Chalmers v. City of Los Angeles, 796 F.2d 1205, 1210 (9th Cir. 1986); see also Moreno v. City of Sacramento, 534 F.3d 1106, 1114 (9th Cir. 2008) (factors to consider include the novelty and difficulty of the issues, the experience of counsel, and fee awards in similar cases). In addition, “contingency cannot be used to justify a fee enhancement or an inflated hourly rate” above the prevailing market rate for paying clients. Welch v. Metro. Life Ins. Co., 480 F.3d 942, 947 (9th Cir. 2007) (citations omitted).

#### 1. Reasonable Hourly Rate for Todd Burns

Plaintiff’s counsel requests that Burns be compensated at an hourly rate of \$650. Mot. Att’y Fees at 6. In support of this request, plaintiff’s counsel supplies declarations from himself, Carol Sobel, Michael Marrinan, and Steven Hubacheck. Id., Exs. A, D-E;

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the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. Hensley, 461 U.S. at 430 n.3.

<sup>2</sup> The parties do not argue in favor of a lodestar multiplier, nor does the Court find that one is appropriate in this case.

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dk. #235. Burns states that he graduated from the University of Virginia School of Law in 1996, and thereafter clerked for Judge James B. Loken on the Eighth Circuit Court of Appeals. Burns Decl. ¶¶ 7-8. After clerking, he worked for one year at the firm of Wilson Sonsini Goodrich & Rosati in Palo Alto, California. *Id.* ¶ 9. He worked at the Federal Defenders of San Diego (“FSDSI”) from 1998 to 2011, serving as lead or sole counsel on “over a thousand” felony cases. *Id.* ¶ 10.<sup>3</sup> He also held supervisory positions at FSDSI. *Id.* Burns left FSDSI in 2011 because he wished to expand his practice to include civil rights litigation. *Id.* ¶ 11. Burns has tried “approximately [40]” criminal cases in federal court, *id.* ¶ 13, and has served as lead or sole counsel in “over 50” appeals in the Ninth Circuit Court of Appeals, *id.* ¶ 14. Burns estimates that he has litigated Fourth Amendment-related issues in the federal courts in “over 150” cases. *Id.* ¶ 17.

Sobel is a former Senior Staff Counsel at the American Civil Liberties Union, and has maintained a private civil rights practice since 1997. Sobel Decl. ¶ 2. She has twice been qualified as an expert to testify at trial as to issues in non-profit legal practice, *id.* ¶ 4, and prepared “numerous” motions for attorney’s fees while employed by the ACLU, *id.* ¶ 7. Sobel is of the opinion that the rate sought by Burns is “well within the range of reasonable market rates for attorneys of comparable skill, experience, and reputation.” *Id.* ¶ 9. Sobel’s opinion is grounded “in large part” on fee awards in other cases in the Central District of California, including Communities Actively Living v. City of Los Angeles, 09-cv-00287-CBM-RZx (C.D. Cal. June 10, 2013), dk. #255, in which Judge Marshall awarded fees at an hourly rate of \$665 to a 1999 law graduate. *Id.* ¶ 10.

Michael Marrinan graduated from law school in 1979, and began his career at FSDSI. Marrinan Decl. ¶¶ 2-3. He entered private practice in San Diego in 1985, and his practice since then has focused on “criminal defense and civil litigation involving police misconduct and civil rights.” *Id.* ¶ 4. He has tried “over 100” cases, and has handled “more than 200” civil rights cases. *Id.* ¶ 5. Marrinan states that he has known Burns since 2007, and he believes Burns to be a “highly skilled trial lawyer who has a wealth of experience litigating Constitutional issues, including in the Fourth Amendment context.” *Id.* ¶ 10. He is of the opinion that \$650 reflects the prevailing market rate for attorneys of comparable skill and experience to Burns. *Id.*

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<sup>3</sup> FSDSI is the “equivalent of a public defender[’s] office.” Marrinan Decl. ¶¶ 2-3.

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Steven Hubacheck is of counsel at the firm of Robbins Geller Rudman & Dowd LLP in San Diego. Hubacheck Decl. ¶ 1. He graduated from law school in 1987, and began working at FDSDI in 1989. *Id.* ¶ 5. During his time at FDSDI, he served as lead counsel in “hundreds of district court cases and appeals,” and tried “approximately thirty” cases. *Id.* He has argued “over [100] appeals,” including three in the United States Supreme Court. *Id.* ¶ 6. Hubacheck states that he supervised Burns during his time at FDSDI, and “worked closely with him on several cases.” *Id.* ¶ 9. Hubacheck is of the opinion that Burns is the best trial lawyer to have worked at FDSDI in the last thirty years, and that he is highly regarded among the members of the federal criminal defense bar in San Diego. *Id.* ¶¶ 10, 12.

Defendants respond that Burns has not established that \$650 is a reasonable hourly rate because he does not provide evidence of prior experience litigating civil rights cases. Opp. Mot. Att’y Fees at 2-3. Defendants provide a declaration from Robert Bruning, a partner at the law firm of Cooper & Bruning, LLP in Pasadena, California. Bruning graduated from law school in 1977, and specializes in serving as an expert witness in litigation matters involving fee disputes. Bruning Decl. ¶ 2. He has experience with business litigation, including tort and contractual disputes. *Id.* ¶ 3. Bruning is of the opinion that \$650 is not a reasonable hourly rate due to Burns’ lack of experience as a civil rights attorney. *Id.* ¶¶ 14-15. Bruning also states that Burns’ “guaranteed” hourly rates for federal appellate work in the Ninth Circuit and Criminal Justice Act (“CJA”) panel work would have been approximately \$185 and \$125, respectively. *Id.* ¶ 16. Based on his research, Bruning is of the opinion that “the rates which fee paying clients would actually pay to reasonable competent attorneys” in the Los Angeles area fall between \$275 and \$475 per hour. *Id.* ¶¶ 26-27. Bruning therefore opines that \$375 is a reasonable hourly rate for Burns. *Id.* ¶ 27.

After reviewing the declarations submitted by the parties, the Court finds that \$650 is a reasonable hourly rate for Burns. The Court reaches this conclusion because, while Burns was an inexperienced civil rights attorney at the time that this case was litigated, see Burns Decl. ¶ 11, he was an experienced trial lawyer and was familiar with Fourth Amendment doctrine, Burns Decl. ¶ 17, which was the area of law governing plaintiff’s claims for excessive force and unlawful arrest. It is therefore appropriate that Burns should be compensated at an hourly rate that reflects his Fourth Amendment knowledge and trial experience. \$650 properly reflects these considerations because it is consistent



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with awards to experienced trial lawyers.<sup>4</sup> See Contreras v. City of Los Angeles, 2013 WL 1296763, at \*3 (C.D. Cal. Mar. 28, 2013) (setting hourly rate of \$675 for experienced civil rights attorney who tried case in 2012); Allen v. City of Los Angeles, et al., 10-cv-4695-CAS-RCx, dkt. #133, at 29 (C.D. Cal. Nov. 19, 2012) (setting hourly rate of \$575 for experienced trial lawyer with unsubstantiated civil rights experience); Perrin v. Goodrich, 2012 WL 1698296, at \*6 (C.D. Cal. May 24, 2012) (setting hourly rate of \$500 for experienced civil rights attorney who tried case in 2011); Vasquez v. Rackauckas, 2011 WL 3320482, at \*2 (C.D. Cal. July 29, 2011) (setting hourly rate of \$600 for ACLU attorney who graduated from law school in 1994); Rauda v. City of Los Angeles, 2010 WL 5375958, at \*6 (C.D. Cal. Dec. 20, 2010) (setting hourly rates of \$650, \$590, and \$525, respectively for three attorneys who tried case in 2010).

The Court is unpersuaded by the Bruning Declaration’s discussion of hourly rates because it applies an incorrect legal standard—focusing on the “rates which fee paying clients would actually pay to reasonabl[y] competent attorneys to handle such a matter in the general Los Angeles area”—rather than taking into account the actual “experience, skill, and reputation of the attorney requesting fees.” Compare Bruning Decl. ¶ 26 with Chalmers, 796 F.2d at 1210. Moreover, the cases relied on by Bruning are older cases that do not reflect current market rates. See Bruning Decl. ¶ 24. The Court is more persuaded by the most recent cases decided in this District.

2. Reasonable Hourly Rate for Gabriel Cohan

According to plaintiff’s counsel, Cohan performed work on this case suitable for an attorney and also other work appropriately charged as paralegal work. Cohan seeks compensation at the hourly rate of \$390 for the work that he performed as an attorney, and \$190 for the work that he performed as a paralegal. The Court addresses each hourly rate in turn.

Cohan requests that he be compensated at an hourly rate of \$390 for work that he performed as counsel. Mot. Att’y Fees at 7-8. In support of this request, Cohan provides

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<sup>4</sup> This conclusion is bolstered by the fact that, as stated above, Sobel believes this rate to be reasonable based on her examination of fee awards in similar cases in this district.

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his own declaration, the Sobel Declaration, and declarations from Paul Hoffman, Shereen Charlick, and Todd Burns. Mot. Att’y Fees at 7-8, Exs. A, G-H; dkt. #235. Cohan graduated from the California Western School of Law in 2008, and was hired as a trial attorney for FDSOI immediately after graduating from law school. Cohan Decl. ¶¶ 7, 10. Cohan left the FDSOI in 2011 to assist his father with his law practice and also because Burns invited him to become Burns’ law partner. *Id.* ¶ 11. Prior to attending law school, Cohan worked as a paralegal and a contractor for several years, assisting CJA counsel and FDSOI counsel, including Burns. *Id.* ¶¶ 8-9. Burns states that Cohan was well regarded as an attorney at the FDSOI. Burns Decl. ¶ 28. Cohan’s supervisor at FDSOI, Chief Trial Attorney Shereen Charlick, states that Cohan is an “extraordinarily conscientious attorney” who, at FDSOI, “performed legal work with skills and ability beyond his number of years of experience” since graduating from law school. Charlick ¶ 4.

Sobel states that 2007 and 2008 law school graduates have been awarded fees at hourly rates ranging from \$385 to \$450, and on that basis opines that \$390 is a reasonable hourly rate for Cohan. Sobel Decl. ¶¶ 11-15. Paul Hoffman, a partner in the firm of Schonbrun DeSimone Seplow Harris & Hoffman LLP, states that the firm’s “standard rate” for a 2008 law school graduate is between \$400 and \$450 dollars. Hoffman Decl. ¶¶ 3-4. Hoffman states that he periodically reviews prevailing hourly rates in the legal community, and believes that his firm’s hourly rate structure is consistent with the “general level of hourly rates charged for general civil litigation by comparable firms practicing in Los Angeles.” *Id.* ¶ 6. Defendants do not provide evidence or argument that specifically responds to Cohan’s hourly rate request, other than Bruning’s opinion that \$275 would be a reasonable hourly rate for Cohan based on Bruning’s “survey and research.” Bruning Decl. ¶ 27. In light of the fact that the rate requested for Cohan’s work as an attorney is within the range identified by the Sobel declaration, and is slightly below the rate set forth in the Hoffman declaration, the Court finds that \$390 is a reasonable hourly rate for Cohan.

Plaintiff’s counsel also seek fees for the paralegal work performed by Cohan at an hourly rate of \$190. Mot. Att’y Fees at 8. In support of this request, plaintiff’s counsel cite the Sobel Declaration, which cites recent awards of paralegal fees at hourly rates ranging from \$170 to \$250. Sobel Decl. ¶ 16. Bruning asserts that \$150 is an appropriate hourly rate for this paralegal work, but does not appear to provide any support for his assertion. See Bruning Decl. ¶ 27. Based on the cases cited in the Sobel



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Declaration, and in light of the lack of contradictory evidence in the Bruning Declaration, the Court finds that \$190 is a reasonably hourly rate for Cohan's paralegal work. See, e.g., Vasquez, 2011 WL 3320482, at \*2 (awarding fees to ACLU paralegals at rates of \$165 to \$200 per hour).

**B. Reasonable Hours**

Plaintiff's counsel contend that Burns reasonably expended 796.3 hours on this case, and that Cohan reasonably spent 698.1 hours on this case as an attorney, and 41.7 hours as a paralegal. Mot. Att'y Fees at 6-8; Burns Decl.; Cohan Decl. The Court finds that these hours are reasonable as a general matter, based on the fact that this case was sharply contested and involved substantial motion practice as to discovery matters, pre-trial motions, and post-trial motions. E.g., Burns Decl. ¶¶ 19-23.

Defendants do not challenge the reasonableness of the hours expended as a whole, but instead challenge specific blocks of hours. The Court addresses each of these challenges in turn.

1. Hours Expended During Travel to and from San Diego

Defendants argue that plaintiff's counsel should not be awarded fees for time spent traveling to and from San Diego, where plaintiff's counsel's office is located, because plaintiff has made no showing that Los Angeles-based counsel was unavailable. Opp. Mot. Att'y Fees at 4-5 (citing Fantasy v. Fogerty, 1995 WL 261504, at \*6 (N.D. Cal. May 2, 1995)). According to defendants, plaintiff's counsel expended 152.8 hours traveling to and from San Diego, which increased plaintiff's counsel's total fee request by \$49,820.00, when calculated at the rates proposed by Bruning. Bruning Decl. ¶ 29; Ex. G. Plaintiff's counsel respond that plaintiff lives in Moreno Valley, Riverside, and that plaintiff should be provided some leeway in choosing his counsel. Reply Mot. Att'y Fees at 17. Additionally, plaintiff's counsel argue that substantial travel time would have been billed even if their offices were located in Los Angeles County due to the size of the county and pervasive traffic. Id.

While the Court agrees that billing for a certain portion of travel time is permissible, see, e.g., Doran v. Del Taco, Inc., 2005 WL 3560648, at \*1-2 (C.D. Cal. June 9, 2005); Cotton v. City of Eureka, 889 F. Supp. 2d 1154, 1177 (N.D. Cal. 2012),

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the Court finds that plaintiff's counsel should not be permitted to bill all hours spent traveling to and from San Diego because plaintiff has not made a showing that local counsel was unavailable to handle this case. See Fantasy, 1995 WL 261504, at \*6 (citing Gates v. Deukmejian, 987 F.2d 1392, 1405 (9th Cir. 1992)). Rather, plaintiff's counsel should be permitted to bill travel time that would have been expended if their offices were based within the Central District of California. According to the Bruning Declaration, Burns expended 78 hours on travel, and Cohan expended 74.8 hours on travel. Bruning Decl., Ex. G. These hours are comprised primarily of entries of between two and three hours expended for travel from San Diego to Los Angeles in order to appear in court, conduct investigation, or participate in other proceedings. Id. The Court finds that these hours should be reduced by 50 percent in order to account for the extra time spent traveling from San Diego, as opposed to Orange County, Los Angeles County, or Riverside County. A further reduction is not warranted in light of the fact that counsel could easily have spent one hour or more traveling each direction from a location within the Central District of California to the Courthouse located on Spring Street in downtown Los Angeles, or to other locations in Los Angeles County. Accordingly, the Court finds that the hours expended on travel should be reduced by 39 with respect to Burns, and 37.4 with respect to Cohan.

2. Clerical Tasks

Defendants contend that plaintiff's counsel unreasonably expended 28.6 hours on "clerical tasks," which, according to Bruning, are not a permissible component of a fee request. Bruning Decl. ¶ 30, Ex. H. Plaintiff's counsel respond that some of these entries reflect paralegal tasks performed by Cohan, and others reflect trial preparation tasks. Reply Mot. Att'y Fees at 19 (citing Cohan Reply Decl. ¶ 4). After reviewing the entries identified by Bruning, the Court concludes that the hours billed by Cohan for paralegal work should be reduced by 2.7 hours to account for "purely clerical or secretarial tasks" that he performed. See Davis v. City and County of San Francisco, 976 F.2d 1536, 1543 (9th Cir. 1992), vacated in part on other grounds, 984 F.2d 345. Additionally, 0.1 hours should be deducted from the time billed by Cohan for time billed as an attorney for "mail[ing] copy of complaint and related case initiation filings to client." Bruning Decl., Ex. H, at 1. These hours are not a permissible component of a fee request because they were expended on the mailing, filing, serving, and photocopying of documents. See Bruning Decl., Ex. H; Davis, 976 F.2d at 1543 (describing "filing of pleadings" as a clerical task that should not be included in hours reasonably expended in a lodestar

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calculation). The other hours identified by Bruning appear to have been reasonably expended by Cohan performing paralegal tasks or trial preparation tasks. See Bruning Decl., Ex. H; Cohan Reply Decl. ¶ 4; Missouri v. Jenkins, 491 U.S. 274, 288 (1989) (approving of awarding paralegal fees under 42 U.S.C. § 1988).

3. Vague Entries

Defendants argue that entries totaling 16.05 hours are too vague to form the basis for a fee award. Bruning Decl. ¶ 31, Ex. I. The Court has reviewed these entries. While some of them are not exceedingly clear, they are nonetheless sufficiently specific in order to determine the “general subject matter of [plaintiff’s counsel’s] time expenditures.” See Davis, 976 F.2d at 1542. The Court therefore declines to exclude these hours from the lodestar calculation.

**C. Non-Taxable Costs**

In addition to taxable costs recoverable under 28 U.S.C. § 1920, which are addressed in plaintiff’s separate application to the Clerk of Court, a prevailing party may recover “out-of-pocket expenses that would normally be charged to a fee paying client.” See Dang v. Cross, 422 F.3d 800, 814 (9th Cir. 2005). Defendants object to several items included in plaintiff’s counsel’s fee request as non-taxable costs. The Court addresses each item in turn.

1. Expert Witness Fees

Defendants object to fees totaling \$5,930.66 arising from plaintiff’s retention of police practices expert Roger Clark. Opp. Mot. Att’y Fees at 6-7. Plaintiff’s counsel do not object to cutting this amount from their fee request. Reply Mot. Att’y Fees at 23. The Court therefore reduces the total fee request by \$5,930.66.

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2. Hotel, Mileage, and Meal Expenses

Defendants object to \$5,800.22 in hotel charges, \$2,689.39 in mileage expenses, and \$591.16 in meal expenses on the grounds that such expenses would not have been incurred if plaintiff had hired local counsel. Opp. Mot. Att’y Fees at 7-8; Bruning Decl. ¶ 32, Ex. J. According to the Bruning Declaration’s itemized list of hotel charges, the \$5,800.22 figure consists of approximately 19 individual charges, ranging in size from \$79.91 for hotel room expenses from “trial prep meetings with client” to \$906.28 for a hotel room during the second through fifth trial days. *Id.* Ex. J. The nightly rate for each hotel room appears to have been less than \$200 for all of these hotel charges. The Court declines to reduce the hotel charges because the nightly rate appears reasonable, and the expenses were incurred during trial, depositions, or settlement conferences.<sup>5</sup> Even if plaintiff’s counsel had offices in Los Angeles, it would have been reasonable for them to arrange to stay in a hotel near the courthouse during trial or multi-day depositions. Moreover, the expense of staying in a hotel is partially offset by the travel time that was saved, and therefore not included in the lodestar calculation. The Court similarly declines to reduce the amount requested for meal expenses because such expenses would have likely been incurred regardless of whether plaintiff’s counsel was based in Los Angeles. However, the Court will reduce mileage expenses by 50%, or \$1,344.70, to comport with the corresponding 50% reduction in hours expended on travel.

3. Miscellaneous Expenses

Defendants object to \$335.34 spent on court attire for plaintiff. Opp. Mot. Att’y Fees at 8. Plaintiff’s counsel does not object to eliminating this expense. Reply Mot. Att’y Fees at 22-23. The Court will therefore reduce the total fee request by \$335.34.

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<sup>5</sup> At oral argument, the Court inquired about a \$652.17 hotel expense that was incurred on March 20, 2013, and is described as “Hotel rooms expense re settlement conf.” Bruning Decl. Ex. J. Plaintiff’s counsel represented that this expense was incurred because plaintiff’s counsel arrived in Los Angeles the night before the settlement conference and stayed in a hotel. The Court concludes that this expense is reasonable because, even if plaintiff’s counsel lived in Los Angeles, they could have reasonably decided to spend the previous night in a hotel in light of the overall size of the Los Angeles metropolitan area and the resulting lengthy travel times.

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Defendants also object to \$43.94 for the purchase of a camping chair. Opp. Mot. Att’y Fees at 8. The Court finds that the \$43.94 paid for the purchase of a camping chair is not a reasonable expense because, even if used at trial, it was not necessary to prosecute the case.

**D. Fees on Fees**

Plaintiff’s counsel state that Cohan expended 11.6 hours and Burns expended 39.8 preparing the present motion, and also incurred \$90.82 in additional expenses. Reply Mot. Att’y Fees at 24-25, Exs. B-D. At oral argument, defense counsel objected to the inclusion of .8 hours that appeared to have been expended by Cohan on the preparation of the appeal in this matter. Plaintiff’s counsel agreed that, to the extent that the billing records reflect that this time was expended in preparing the appeal, it should not be included in the instant fee request. The Court has examined the billing records provided in support of plaintiff’s counsel’s fees on fees request, and concludes that defense counsel is correct that 0.8 hours was expended by Cohan in preparing the appeal, and not the instant fee request. See Reply Mot. Att’y Fees, Ex. C. Accordingly, the Court reduces Cohan’s total hours by 0.8. Defense counsel also objected at oral argument to 0.9 hours that appeared to have been expended by Cohan in preparing the bill of taxable costs. The Court finds that this time is properly included in this fee request because it appears to be the practice of courts in this circuit to permit recovery of such fees. E.g., Quesnoy v. Or. Dep’t of Corrections, 2012 WL 1155832, at \*4 (D. Or. April 6, 2012).

Accordingly, the hours expended in preparing this motion appear to be reasonable (with the exception of the aforementioned 0.8 hours), and the Court will therefore include 10.8 hours for Cohan, 39.8 hours for Burns, and \$90.82 in expenses in calculating the total fee award. See, e.g., Thompson v. Gomez, 45 F.3d 1365, 1366 (9th Cir. 1995) (noting that fees recoverable under 42 U.S.C. § 1988 include “fees incurred while pursuing merits fees”).

**IV. CONCLUSION**

In accordance with the foregoing, plaintiff’s motion for attorney fees is GRANTED IN PART and DENIED IN PART. Plaintiff is awarded a total of **\$803,237.37**, which is comprised of **\$787,371.00** in fees, and **\$15,866.37** in non-taxable costs.

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This award consists of the following amounts:

Merits Fees

Cohan (as attorney)	660.6 hours x \$390=\$257,634
Cohan (as paralegal)	39 hours x \$190=\$7,410
Burns	757.3 hours x \$650=\$492,245

Merits Expenses

\$15,775.55

Fees on Fees

Cohan (as attorney)	10.8 hours x \$390=\$4,212
Burns	39.8 hours x \$650=\$25,870

Expenses Incurred for Fees Motion

\$90.82

IT IS SO ORDERED.

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Initials of Preparer	IM

# **EXHIBIT**

**32**





1 Plaintiffs Donald Sanchez, Gabriel Sanchez, Malachi Sanchez's, and Jacob Sanchez filed  
2 a motion for attorneys' fees and costs on November 14, 2013.<sup>1</sup> The defendant, San Bernardino  
3 Police Sergeant Casey Jiles, opposes the motion.<sup>2</sup>

#### 4 5 **I. FACTUAL AND PROCEDURAL BACKGROUND**

6 On December 9, 2010, plaintiffs sued Jiles, the County of San Bernardino ("the County"),  
7 Deputy Andrew Antekeier, and various fictitious defendants.<sup>3</sup> The complaint alleged eleven  
8 causes of action based on Jiles' February 10, 2010 shooting of plaintiffs' father, Don Richard, and  
9 Don Richard's subsequent death.<sup>4</sup> Seven of these claims were asserted under 42 U.S.C. §§ 1983  
10 and 1985, and alleged unreasonable detention and arrest, excessive force, denial of medical care,  
11 violation of substantive due process, conspiracy to violate civil rights, conspiracy to cover up  
12 violations of Don Richard's civil rights, and municipal and supervisory liability under *Monell*.  
13 The complaint also alleged state law claims for false arrest and false imprisonment, battery,  
14 negligence, and violation of the Bane Civil Rights Act, California Civil Code § 51.7.

15 On June 6, 2011, after plaintiffs filed a notice of non-opposition, the court granted  
16 defendants' motion to dismiss, dismissing their *Monell* claim against Jiles and Antekeier and all  
17 of the state law claims.<sup>5</sup> On February 24, 2012, the court dismissed Antekeier pursuant to the  
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21 <sup>1</sup>Second Motion for Attorneys' Fees ("Motion"), Docket No. 259 (Nov. 14, 2013).  
22 Because the decedent, Donald Richard Sanchez, Sr. and several of the plaintiffs share the same  
23 last name, for clarity, the court refers to the decedent in this order, as it has in prior orders, as  
24 "Don Richard."

25 <sup>2</sup>Opposition to Motion for Attorneys' Fees ("Opposition"), Docket No. 270 (Jan. 31,  
26 2014).

27 <sup>3</sup>Yvonne Varela sued as guardian ad litem for plaintiff Jacob Sanchez, who was a minor  
28 when the action was filed.

<sup>4</sup>Complaint, Docket No. 3 (Dec. 9, 2010).

<sup>5</sup>Order Granting Defendants' Motion to Dismiss, Docket No. 13 (June 6, 2011).

1 parties' stipulation.<sup>6</sup> On February 29, 2012, also pursuant to stipulation, the court dismissed  
2 plaintiffs' claims for unreasonable detention and arrest, denial of medical care, conspiracy to  
3 violate civil rights, conspiracy to cover up violations of Don Richard's civil rights, and municipal  
4 and supervisory liability under *Monell*.<sup>7</sup> As a result of the dismissal of the *Monell* claim, the  
5 parties then stipulated to dismiss the County, which the court did.<sup>8</sup>

6 Following the entry of these orders, Jiles was the sole remaining defendant. The remaining  
7 claims were plaintiffs' claim that Jiles used excessive force in violation of the Fourth Amendment  
8 when he shot Don Richard, and that Jiles violated plaintiffs' substantive due process rights by  
9 interfering with their familial relationship with their father. These two claims were tried to a jury  
10 between June 26 and June 29, 2012. On July 3, 2012, the jury returned a verdict in favor of Jiles  
11 on plaintiffs' due process claim but could not reach a unanimous verdict on plaintiffs' excessive  
12 force claim.<sup>9</sup> The court directed the parties to participate in a settlement conference before  
13 Magistrate Judge Jay C. Gandhi,<sup>10</sup> which they did on November 1, 2012.<sup>11</sup> The case did not  
14 settle.<sup>12</sup> As a result, the excessive force claim was retried between January 8 and January 14,  
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18 <sup>6</sup>Order Granting Stipulation to Dismiss Individual Defendant Deputy Antekeier, Docket No.  
19 33 (Feb. 24, 2012).

20 <sup>7</sup>Order Granting Stipulated Dismissal with Prejudice of the First, Third, Fifth, Sixth, and  
21 Seventh Claims, and Plaintiffs' Claim Defendants Deprived, or Conspired to Deprive, Plaintiffs'  
22 Decedent's Rights to Equal Protection and Immunities Because of His Hispanic Race, Docket No.  
34 (Feb. 29, 2012). See also Pre-Trial Conference Order, Docket No. 96 (Apr. 30, 2011).

23 <sup>8</sup>Order Granting Joint Stipulation to Dismiss County of San Bernardino, Docket No. 162  
24 (June 28, 2012).

25 <sup>9</sup>Jury Verdict from First Trial ("First Verdict"), Docket No. 175 (July 3, 2012).

26 <sup>10</sup>Order Regarding Settlement Conference, Docket No. 181 (Aug. 2, 2012).

27 <sup>11</sup>Minutes of Settlement Conference, Docket No. 189 (Nov. 1, 2012).

28 <sup>12</sup>Second Order Regarding Settlement Conference, Docket No. 190 (Nov. 8, 2012).

1 2013. The second jury returned a unanimous verdict in favor of plaintiffs and awarded  
2 \$200,000.00 in damages.<sup>13</sup>

3 On January 29, 2013, Jiles filed a motion for judgment as a matter of law under Rule 50(b)  
4 of the Federal Rules of Civil Procedure, arguing that he was entitled to qualified immunity.<sup>14</sup> On  
5 September 12, 2013, the court denied the motion,<sup>15</sup> and on October 30, 2013, it entered judgment  
6 in favor of plaintiffs.<sup>16</sup> On November 13, 2013, plaintiffs filed a motion for attorneys' fees.<sup>17</sup> The  
7 court struck the motion on November 14, 2013, because plaintiffs had set it for hearing on a date  
8 that was closed on the court's calendar.<sup>18</sup> That same day, plaintiffs filed a new motion for  
9 attorneys' fees, setting the motion for hearing on February 24, 2014.

## 10 11 II. DISCUSSION

### 12 A. Whether the Court Should Deny the Motion on Procedural Grounds

13 Jiles argues first that the court should deny plaintiffs' motion on procedural grounds  
14 because it was untimely, because plaintiffs' attorney did not meet and confer with opposing  
15 counsel prior to filing the motion, because the motion does not include the time and date of the  
16 hearing on the first page, and because it does not state that counsel met and conferred before the  
17 motion was filed.

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21 <sup>13</sup>Jury Verdict from Second Trial ("Second Verdict"), Docket No. 232 (Jan. 15, 2013).

22 <sup>14</sup>Renewed Motion for Judgment as a Matter of Law, Docket No 236 (Jan. 29, 2013).

23 <sup>15</sup>Order Denying Motion for Judgment as a Matter of Law ("JMOL Order"), Docket No.  
24 253 (Sept. 12, 2013).

25 <sup>16</sup>Judgment on the Verdict for the Plaintiff ("Judgment"), Docket No. 254 (Oct. 30, 2013).

26 <sup>17</sup>Plaintiffs' First Motion for Attorneys' Fees, Docket No. 257 (Nov. 13, 2013).

27 <sup>18</sup>Order Striking Plaintiffs' First Motion for Attorneys' Fees, Docket No. 248 (Nov. 14,  
28 2013).

1                   **1.       Whether Plaintiffs’ Motion Is Untimely**

2                   The procedure for requesting attorneys’ fees is set forth in Rule 54(d)(2) of the Federal  
3 Rules of Civil Procedure. That Rule provides that “[a] claim for attorney’s fees and related  
4 nontaxable expenses must be made by motion unless the substantive law requires those fees to be  
5 proved at trial as an element of damages. . . . Unless a statute or a court order provides  
6 otherwise, the motion must[ ] be filed no later than 14 days after the entry of judgment.”  
7 FED.R.CIV.PROC. 54(d)(2); see also CA CD L.R. 54-10 (“Any motion or application for  
8 attorneys’ fees shall be served and filed within fourteen (14) days after the entry of judgment or  
9 other final order, unless otherwise ordered by the Court”). “Although ‘the 14-day period [set  
10 forth in Rule 54] is not jurisdictional, the failure to comply [with Rule 54] should be sufficient  
11 reason to deny the fee motion, absent some compelling showing of good cause.’” *Kona*  
12 *Enterprises, Inc. v. Estate of Bishop*, 229 F.3d 877, 889-90 (9th Cir. 2000) (quoting 10 James  
13 Wm. Moore et al., *MOORE’S FEDERAL PRACTICE* § 54.151[1] (3d ed. 2000) (second alteration  
14 original)).

15                   Judgment was entered in this case on October 30, 2013. Plaintiffs’ motion for attorneys’  
16 fees should therefore have been filed on November 13, 2013. Plaintiffs in fact filed a motion for  
17 attorneys’ fees that day, but, as noted, the clerk struck the motion on November 14, 2013 because  
18 it was set for a date that was closed on the court’s calendar. The text entry striking the motion  
19 also noted that plaintiffs’ motion had not included an indication on the first page of the date and  
20 time of the hearing as required by Local Rule 7-4.<sup>19</sup> Plaintiffs refiled the motion that day. Jiles  
21 argues that plaintiffs have not shown good cause for a late filing because plaintiffs’ need to refile  
22 the motion was due to their failure to comply with the Local Rules and failure to have ascertained  
23 the court’s closed motion days prior to setting the motion for hearing.<sup>20</sup>

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26                   <sup>19</sup>Local Rule 7-4 provides that “[o]n the first page of the notice of motion and every other  
27 document filed in connection with the motion, there shall be included, under the title of the  
28 document, the date and time of the motion hearing.” CA C.D. L.R. 7-4.

<sup>20</sup>Opposition at 4-5.

1 Plaintiffs' motion was not untimely under the Federal Rules of Civil Procedure, however.  
2 Rule 5(d)(4) states that "[t]he clerk must not refuse to file a paper solely because it is not in the  
3 form prescribed by these rules or by a local rule or practice." FED.R.CIV.PROC. 5(d)(4). See  
4 *Klemm v. Astrue*, 543 F.3d 1139, 1143 (9th Cir. 2008) (holding that the clerk was obligated to  
5 accept appellant's notice of appeal for filing, even though appellant failed to comply with local  
6 filing rules, citing FED.R.CIV.PROC. 5(d)(4)); *MD Propertyco, LLC v. Mad Dog Saloon AZ,*  
7 *L.L.C.*, No. CV-12-2516-PHX-LOA, 2012 WL 5984950, \*3 (D. Ariz. Nov. 28, 2012) ("[T]he  
8 Clerk of Court is not authorized to strike a non-conforming pleading or filing," citing  
9 FED.R.CIV.PROC. 5(d)(4)); *Zepeda v. Walker*, 564 F.Supp.2d 1179, 1183 (C.D. Cal. 2008) ("[A]  
10 pleading may be deemed filed even if the pleading is not in compliance with filing rules," citing  
11 *Ordonez v. Johnson*, 254 F.3d 814, 816 (9th Cir. 2001) ("We have previously held that a  
12 complaint is filed when it is placed in the actual or constructive custody of the clerk [of the court],  
13 despite any subsequent rejection by [the clerk] of the pleading for non-compliance with a provision  
14 of the local rules" (internal quotation omitted; alterations original), and *Artuz v. Bennett*, 531 U.S.  
15 4, 8 (2000)). For that reason, although the motion may have failed to comply with the local rules  
16 or was otherwise deficient, it was not untimely. It was deemed filed when plaintiffs docketed it  
17 on November 13, 2013.

## 18 2. Whether Plaintiffs Failed to Comply with Local Rule 7-3

19 Local Rule 7-3 provides that "[i]n all cases . . . , counsel contemplating the filing of any  
20 motion shall first contact opposing counsel to discuss thoroughly, preferably in person, the  
21 substance of the contemplated motion and any potential resolution. The conference shall take  
22 place at least seven (7) days prior to the filing of the motion." CA CD L.R. 7-3. Plaintiffs report  
23 that they met and conferred with opposing counsel prior to filing the motion. Dale Galipo has  
24 submitted a declaration that states:

25 "Prior to filing the instant motion for attorney fees I had numerous discussions with  
26 Defense counsel Dana A. Fox regarding the pending attorney fees motion and the  
27 settlement of the case, but no resolution could be reached. Since no resolution  
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1 could reached prior to the final date to file the attorney fees motion I timely filed  
2 Plaintiffs['] motion for attorney fees on November 13, 2013.”<sup>21</sup>  
3 Jiles has adduced no evidence contradicting this statement; he merely offers attorney argument that  
4 plaintiffs failed to meet and confer. This is insufficient to rebut Galipo’s sworn statement that he  
5 complied with the meet and confer requirement. Accordingly, the court cannot find that failure  
6 to conduct a prefiling conference warrants denial of the motion.

7 **3. Whether the Court Should Deny Plaintiffs’ Motion Due to Procedural**  
8 **Errors**

9 Under Local Rule 83-7, the court can sanction a party as it deems appropriate for “[t]he  
10 violation of or failure to conform to any of the[ ] Local Rules” if the court finds the failure was  
11 “willful, grossly negligent, [ ] reckless . . . bad faith and/or a willful disobedience of a court  
12 order.” CA CD L.R. 83-7. Plaintiffs concede they did not comply with Local Rule 7-3 because  
13 they failed to include a statement in the notice of motion that “[the] motion [was] made following  
14 the conference of counsel pursuant to L.R. 7-3, which took place on (date).” They also  
15 acknowledge that they did not comply with Local Rule 7-4 because they failed to note on the first  
16 page of the motion the date and time of the motion hearing.<sup>22</sup> The court cannot conclude,  
17 however, that plaintiffs’ failure to adhere to these rules constitutes willfulness, recklessness or bad  
18 faith. While the omissions may have been the result of negligence, the court declines to impose  
19 the harsh sanction of denying plaintiffs attorneys’ fees because of two procedural mistakes. See  
20 *Brodie v. Board of Trustees of California State University*, No. CV 12-07690 DDP (AGR<sub>x</sub>), 2013  
21 WL 4536242, \*1 (C.D. Cal. Aug. 27, 2013) (considering the merits of a motion despite counsel’s  
22 failure to comply with Local Rule 7-3); *Williams-Ilunga v. Gonzalez*, No. CV 12-08592 DDP  
23 (AJW<sub>x</sub>), 2013 WL 571795 at \*4 (same); *Reed v. Sandstone Properties, L.P.*, No. CV 12-05021  
24 MMM (VBK<sub>x</sub>), 2013 WL 1344912, \*6 (C.D. Cal. Apr. 2, 2013) (electing to consider a motion

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26 <sup>21</sup>Reply in Support of Motion for Attorneys’ Fees (“Reply”), Docket No. 271 (Feb. 10,  
27 2014), Exh. 1 (Reply Declaration of Dale K. Galipo in Support of Motion for Attorneys’ Fees  
28 (“Galipo Reply Decl.”), ¶ 4).

<sup>22</sup>Reply at 3-4.



1 even though the prefiling conference was untimely); *Thomas v. U.S. Foods, Inc.*, No.  
2 8:12-cv-1221-JST (JEMx), 2012 WL 5634847, \*1 n. 1 (C.D. Cal. Nov. 14, 2012) (considering  
3 a motion despite the fact that the movant had not met and conferred with his opponent); *Wilson-*  
4 *Condon v. Allstate Indemnity Co.*, No. CV 11-05538 GAF (PJWx), 2011 WL 3439272, \*1 (C.D.  
5 Cal. Aug. 4, 2011) (same).

6 **B. Whether the Court Should Grant Jiles’ *Ex Parte* Application for an Order**  
7 **Allowing Him to File Evidentiary Objections**

8 On February 14, 2014, Jiles filed an *ex parte* application seeking an order permitting him  
9 to file objections to the declarations that plaintiffs’ counsel filed in support of their reply.<sup>23</sup>  
10 Concurrently with his application, Jiles proffered proposed objections to the declarations. Jiles  
11 contends that counsel submitted new evidence by (1) requesting that the court award additional  
12 attorneys’ fees incurred in connection with preparation of the reply; (2) submitting a recent case  
13 that awarded attorneys’ fees to counsel; (3) stating that Jiles made no meaningful offer to settle  
14 the case; (4) clarifying Navab’s role at the second trial; (5) explaining the applicable time period  
15 covered by the Schlueters’ request for fees in another case; and (6) expanding on Peter Schlueter’s  
16 civil trial experience and his role in this case.

17 The court can refuse to consider evidence or argument offered for the first time in reply.  
18 *Zamani v. Carnes*, 491 F.3d 990, 997 (9th Cir. 2007) (“The district court need not consider  
19 arguments raised for the first time in a reply brief”). The court can properly consider evidence  
20 and argument offered in reply that is responsive to points raised in the non-moving party’s  
21 opposition, however. See *United States v. Taibi*, No. 10-CV-2250 JLS, 2012 WL 553143, \*4  
22 (S.D. Cal. Feb. 21, 2012) (“[B]ecause the[ ] documents respond directly to Defendant’s  
23 allegations made in his opposition brief, the Court finds it may properly consider this rebuttal  
24 evidence even though it was offered for the first time in Plaintiff’s reply brief,” citing *EEOC v.*  
25 *Creative Networks, LLC and Res-Care, Inc.*, No. CV-05-3032-PHX-SMM, 2008 WL 5225807,  
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27 <sup>23</sup>*Ex Parte* Application for Order to File Evidentiary Objections (“Application”), Docket  
28 No. 272 (Feb. 14, 2014).

1 \*2 (D. Ariz. Dec. 15, 2008) (reviewing the rule that a party may not provide “new” evidence in  
2 a reply and deprive the opposing party of an opportunity to respond to it, but denying a motion  
3 to strike because the challenged evidence was not “new,” as it properly rebutted arguments first  
4 raised in opposition to the motion for summary judgment)); *Aguirre v. Munk*, No. C 09-763  
5 MHP, 2011 WL 2149087, \*13 (N.D. Cal. June 1, 2011) (“There was no new evidence in  
6 defendants’ reply. Any shift in focus between the motion and the reply was responsive to  
7 Aguirre’s arguments and ‘evidence’ in opposition that were different from the allegations in the  
8 amended complaint”); *Bell v. Santa Ana City Jail*, No. SA CV 07-1218-ODW, 2010 WL 582543,  
9 \*1 n. 3 (C.D. Cal. Feb. 16, 2010) (“The Court concurs with defendant that the evidence adduced  
10 in her Reply raises no new issues and consists solely of a response to the arguments that plaintiff  
11 first raised in his Opposition”); *QBAS Co., Ltd. v. C Walters Intercoastal Corp.*, No. SACV  
12 10-406 AG, 2010 WL 7785995, \*3-4 (C.D. Cal. Dec. 16, 2010) (“Defendants argue that new  
13 evidence submitted for the first time with a Reply brief should not considered. This issue arises  
14 frequently, and it’s sometimes tricky to distinguish between impermissible ‘new’ evidence in a  
15 reply and evidence that is permissibly responsive to an argument made in the opposing party’s  
16 opposition. In this case, the issue is not so tricky. Plaintiffs’ evidence . . . submitted with their  
17 Reply is clearly permissible evidence responsive to Defendants’ . . . arguments. Thus, the . . .  
18 objections are OVERRULED”).

19 The court may also consider new evidence offered in reply if it gives the opposing party  
20 an opportunity to respond. *El Pollo Loco, Inc. v. Hashim*, 316 F.3d 1032, 1040-41 (9th Cir.  
21 2003) (indicating that the court may consider new issues raised in reply if it gives the opposition  
22 an opportunity to respond); *Glenn K. Jackson, Inc. v. Roe*, 273 F.3d 1192, 1202 (9th Cir. 2001)  
23 (stating that the “district court has discretion to consider [a new] issue even if it was raised in a  
24 reply brief”); *Provenz v. Miller*, 102 F.3d 1478, 1483 (9th Cir. 1996) (“[W]here new evidence  
25 is presented in a reply to a motion for summary judgment, the district court should not consider  
26 the new evidence without giving the non-movant an opportunity to respond”).  
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1 Even assuming, therefore, that the reply declarations offer new evidence, the court can  
2 properly consider their contents so long as Jiles has had an opportunity to respond to them. Jiles'  
3 objections afford him such an opportunity, as they contain topic-by-topic objections to the  
4 declarations. The clerk is therefore directed to accept the objections for filing, and the court will  
5 consider *infra* both the declarations and the objections.

6 **C. Whether Plaintiffs Can Recover Attorneys' Fees**

7 As noted, the procedure for requesting attorneys' fees is set forth in Rule 54(d)(2) of the  
8 Federal Rules of Civil Procedure. While the rule specifies that requests shall be made by motion  
9 "unless the substantive law governing the action provides for the recovery of . . . fees as an  
10 element of damages to be proved at trial," the rule does not itself authorize the awarding of fees.  
11 "Rather, [Rule 54(d)(2)] and the accompanying advisory committee comment recognize that there  
12 must be another source of authority for such an award . . . [in order to] give[ ] effect to the  
13 'American Rule' that each party must bear its own attorneys' fees in the absence of a rule, statute  
14 or contract authorizing such an award." *MRO Communications, Inc. v. AT&T*, 197 F.3d 1276,  
15 1281 (9th Cir. 1999).

16 Under § 1988, the prevailing party in a § 1983 lawsuit can recover reasonable attorneys'  
17 fees. 42 U.S.C. § 1988(b). In *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983), the Supreme  
18 Court considered the meaning of the term "prevailing party." It concluded that plaintiffs are  
19 considered the "prevailing party" if they "succeed on any significant issue in litigation which  
20 achieves some of the benefit of the parties sought in bringing suit." *Id.*; see *Buckhannon Bd. &*  
21 *Care Home, Inc. v. W. Va. Dep't of Health & Human Res.*, 532 U.S. 598, 603-04 (2001) ("Our  
22 '[r]espect for [the] ordinary language [of § 1988] requires that a plaintiff receive at least some  
23 relief on the merits of his claim before he can be said to prevail," quoting *Hewitt v. Helms*, 482  
24 U.S. 755, 760 (1987)).

25 In subsequent cases, the Supreme Court continued to clarify the definition of "prevailing  
26 party." In *Farrar v. Hobby*, 506 U.S. 103, 111 (1992), it held that, "to qualify as a prevailing  
27 party, a civil rights plaintiff must obtain at least some relief on the merits of his claim. The  
28 plaintiff must obtain an enforceable judgment against the defendant from whom fees are sought,

1 or comparable relief through a consent decree or settlement. . . . In short, a plaintiff ‘prevails’  
2 when actual relief on the merits of his claim materially alters the legal relationship between the  
3 parties by modifying the defendant’s behavior in a way that directly benefits the plaintiff.” *Id.*  
4 at 111-12.

5 Jiles contends that plaintiffs are not prevailing parties. He argues that he prevailed on  
6 many significant aspects of the case, citing the fact that the court granted his motion to dismiss,  
7 all of plaintiffs’ state law claims and the *Monell* claims against Jiles and Antekeier, that plaintiffs  
8 voluntarily dismissed Antekeier and the County of San Bernardino as defendants, and that the first  
9 jury returned a verdict in favor of Jiles on plaintiffs’ interference with familial relations claim.<sup>24</sup>  
10 Jiles is wrong, as it is clear that plaintiffs satisfy the “prevailing party” standard set forth in  
11 *Hensley* and *Farrar*. One need only look to the jury verdict and judgment to reach this  
12 conclusion. The jury in the second trial found that “Casey Jiles use[d] excessive force against  
13 Donald Sanchez, Sr.” and awarded plaintiffs \$200,000 in damages.<sup>25</sup> The judgment reflected  
14 “judgment on the verdict *for the plaintiff(s)*,” and “ordered and adjudged that the plaintiff(s) . . .  
15 recover of the defendant[ ] Sergeant Casey Jiles the sum of . . . \$200,000.”<sup>26</sup> Because plaintiffs  
16 “obtain[ed] at least some relief on the merits of [their] claim[s],” they are the prevailing parties.  
17 See *Farrar*, 506 U.S. at 111.

18 The court also determines that plaintiffs are entitled to an award of reasonable attorneys’  
19 fees because Jiles has not shown that any special circumstances merit their outright denial. In  
20 *Hensley*, the Supreme Court noted that it was within the district court’s discretion whether to allow  
21 reasonable attorneys’ fees to prevailing parties under § 1988. 461 U.S. at 426. The court’s  
22 discretion under § 1988, however, “is very narrow and . . . fee awards should be the rule rather  
23 than the exception.” *Mendez v. County of San Bernardino*, 540 F.3d 1109, 1126 (9th Cir. 2008)  
24 (internal quotation marks omitted). This is because denying a prevailing party attorneys’ fees

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26 <sup>24</sup>Opposition at 7-8.

27 <sup>25</sup>Second Verdict at 1-2.

28 <sup>26</sup>Judgment at 1.

1 could contravene Congress' intent in passing § 1988, which was "to attract competent counsel  
2 to prosecute civil rights cases.'" Stated differently, denying fees could be a disincentive to  
3 counsel considering whether to undertake to represent civil rights plaintiffs. *Barnard v. Theobald*,  
4 721 F.3d 1069, 1077 (9th Cir. 2013) (citing *Mendez*, 540 F.3d at 1126).

5 Consequently, only in special circumstances should a district court deny a prevailing  
6 party's fee request under § 1988 outright. A district court "evaluate[s] whether special  
7 circumstances exist by asking whether '(1) allowing attorney's fees would further the purposes of  
8 § 1988 and (2) whether the balance of equities favors or disfavors the denial of fees.'" *Mendez*,  
9 540 F.3d at 1126. Only where any award of attorneys' fees would be unreasonable should the  
10 court decline to award fees altogether. *Thomas v. City of Tacoma*, 410 F.3d 644, 648 (9th Cir.  
11 2005) (noting that "there are occasions when a prevailing party's reasonable fee is no fee at all").  
12 In *Farrar*, the Supreme Court found such a special circumstance and affirmed the circuit court's  
13 decision to deny all attorneys' fees because, although the plaintiff had technically prevailed on his  
14 claims by proving a constitutional violation and being awarded nominal damages, allowing him  
15 to recover attorneys' fees when he had failed to prove that he suffered any actual damages was  
16 unreasonable. *Farrar*, 506 U.S. at 115. Justice O'Connor, who provided the necessary fifth vote,  
17 and wrote separately "only to explain more fully why, in [her] view, it [was] appropriate to deny  
18 fees in [that] case," noted that "chimerical accomplishments" such as "a purely technical or *de*  
19 *minimis* victory" were not the kind of legal change Congress intended to promote in enacting §  
20 1988. *Id.* at 116, 118.

21 Jiles contends that special circumstances exist in this case because plaintiffs' requested fee  
22 award of \$932,321.00 is not proportional to their recovery of \$200,000.<sup>27</sup> *Farrar*, however, does  
23 not stand for the proposition that a district court should deny outright any fee request that it  
24 believes is disproportionate to a prevailing party's recovery. Rather, as noted, *Farrar* indicates  
25 that in certain circumstances, it may be reasonable to decline to award fees if a plaintiff's recovery  
26 has been merely technical or *de minimis*: the focus is on the nature of the plaintiff's recovery, not

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28 <sup>27</sup>Opposition at 8.

1 on whether the fees requested are disproportionate to that recovery. See *Farrar*, 506 U.S. at 115  
2 (“When a plaintiff recovers only nominal damages because of his failure to prove an essential  
3 element of his claim for monetary relief, the only reasonable fee is usually no fee at all”); *Mendez*,  
4 540 F.3d at 1126 (holding that a denial of all attorneys’ fees under *Farrar* is “appropriate only  
5 where ‘the plaintiff’s success is purely technical or *de minimis*,” citing *Morales v. City of San*  
6 *Rafael*, 96 F.3d 359, 363 (9th Cir. 1996)).

7 Because the focus is on the nature of plaintiff’s recovery, and not a comparison of that  
8 recovery to requested fees, the Ninth Circuit has consistently rejected the argument that giving a  
9 prevailing plaintiff a windfall by allowing him or her to recover a large fee award when the  
10 recovery has been a much smaller – but not *de minimis* – amount of damages is a special  
11 circumstance that justifies denying all fees. In *Thomas*, for example, the Ninth Circuit reversed  
12 a district court’s decision not to award fees to a prevailing plaintiff. 410 F.3d at 648. The case  
13 began with four plaintiffs alleging multiple causes of action against 27 defendants; in the end, only  
14 one plaintiff prevailed on one claim against one defendant. *Id.* at 646-47. The jury awarded the  
15 prevailing plaintiff \$15,000 in compensatory damages and \$20,000 in punitive damages. *Id.* at  
16 647. Counsel requested \$488,174.35 in fees. *Thomas v. City of Tacoma (Thomas II)*, No.  
17 C01-5138 RBL, 2005 WL 2254005, \*5 (W.D. Wash. Sept. 16, 2005). The Ninth Circuit held  
18 that Thomas’ \$35,000 recovery was not *de minimis* and that the district court had therefore erred  
19 in refusing to award any fees under the special circumstances exception. *Id.* The court rejected  
20 the district court’s determination that it was appropriate to deny fees under the special  
21 circumstances exception because allowing any fees would result in a windfall to plaintiff. It  
22 stated:

23 “[Section] 1988 is a product of balancing [Congress’] concern[ ] [with granting a  
24 windfall to plaintiffs against the need to attract competent counsel to prosecute civil  
25 rights cases] by only permitting reasonable fees. To require Defendants to pay  
26 reasonable attorney’s fees relevant to the prosecution of the successful claim does  
27 not create a windfall, but fulfills the Congressional purpose of § 1988(b).”  
28 *Thomas*, 410 F.3d at 648.



1 For these reasons, even if plaintiffs’ requested fees are disproportionate to their recovery,  
2 a question the court considers *infra* in assessing the reasonableness of the fee request, the fact that  
3 plaintiffs recovered \$200,000 in actual damages for pain and suffering – \$165,000 more than the  
4 plaintiff in *Thomas* – makes their recovery substantive, rather than merely technical or *de minimis*.  
5 Jiles identifies no reason other than proportionality why the court should decline to award fees  
6 altogether. Accordingly, the court concludes that plaintiffs are entitled to recover reasonable  
7 attorneys’ fees under § 1988.

8 **D. Whether the Court Should Award the Amount of Fees Requested by Plaintiffs**

9 Plaintiffs request that the court award fees of \$932,321.<sup>28</sup> The first step in determining a  
10 reasonable fee award under § 1988 is to calculate the “lodestar” amount. *Morales*, 96 F.3d at  
11 364. This is done by multiplying the total number of hours reasonably expended on the matter  
12 by a reasonable hourly rate. See *Hiram C. v. Manteca Unified Sch. Dist.*, No. CV S 03-2568  
13 WBS KJM, 2004 WL 4999156, \*1 (E.D. Cal. Nov. 5, 2004) (citing *Noyes v. Grossmont Union*  
14 *High Sch.*, 331 F.Supp.2d 1233, 1248 (S.D. Cal. 2004), in turn citing *Hensley*, 461 U.S. at 433);  
15 *Neisz v. Portland Public Sch. Dist.*, 684 F.Supp. 1530, 1534 (D. Or. 1988) (citing *Miller v. Los*  
16 *Angeles County Bd. of Educ.*, 827 F.2d 617, 621 (9th Cir. 1987)); see also, e.g., *I.B. v. N.Y. City*  
17 *Dep’t of Educ.*, 336 F.3d 79, 80 (2d Cir. 2003) (per curiam); *Jason D.W. ex rel. Douglas W. v.*  
18 *Houston Indep. Sch. Dist.*, 158 F.3d 205, 208 (5th Cir. 1998); *Phelan v. Bell*, 8 F.3d 369, 374  
19 (6th Cir. 1993). The lodestar “presumptively provides an accurate measure of reasonable  
20 attorney’s fees.” See *Harris v. Marhoefer*, 24 F.3d 16, 18 (9th Cir. 1994); *Clark v. City of Los*  
21 *Angeles*, 803 F.2d 987, 990 (9th Cir. 1986).

22 **1. Whether Counsel’s Requested Rates Are Reasonable**

23 “The hourly rate for successful civil rights attorneys is to be calculated by considering  
24 certain factors, including the novelty and difficulty of the issues, the skill required to try the case,  
25 whether or not the fee is contingent, the experience held by counsel, and fee awards in similar  
26 cases.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1114 (9th Cir. 2008). Prosecuting an

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28 <sup>28</sup>Motion at 18.



1 excessive force case against a police officer that involves the use of deadly force requires skilled  
2 advocacy, especially where, as here, the outcome of the case is not obvious. Plaintiffs' counsel,  
3 moreover, litigated the case on a contingency fee basis.<sup>29</sup> These factors weigh in favor of finding  
4 that counsel's requested rates are reasonable.

5 To assist the court in calculating the lodestar, the plaintiffs must submit "satisfactory  
6 evidence . . . that the requested rates are in line with those prevailing in the community for similar  
7 services by lawyers of reasonably comparable skill, experience, and reputation." *Blum v.*  
8 *Stenson*, 465 U.S. 886, 895-96 n. 11 (1984). The relevant community is that in which the district  
9 court sits. See *Schwartz v. Sec'y of Health and Human Serv.*, 73 F.3d 895, 906 (9th Cir. 1995).  
10 Declarations from local attorneys who practice in the same area of law regarding the prevailing  
11 market rate in the relevant community suffice to establish a reasonable hourly rate. See *Camacho*,  
12 523 F.3d at 980 ("As we have noted, '[a]ffidavits of the plaintiffs' attorney[s] and other attorneys  
13 regarding prevailing fees in the community, and rate determinations in other cases . . . are  
14 satisfactory evidence of the prevailing market rate,'" citing *United Steelworkers of America v.*  
15 *Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990)); *Widrig v. Apfel*, 140 F.3d 1207, 1209  
16 (9th Cir. 1998) (stating that it is true "that declarations of the prevailing market rate in the relevant  
17 community are sufficient to establish a reasonable hourly rate"); *Guam Soc'y of Obstetricians &*  
18 *Gynecologists v. Ada*, 100 F.3d 691, 696 (9th Cir. 1996) (noting that declarations from attorneys  
19 in the community can provide adequate proof of the reasonableness of counsel's rates). See also  
20 *Earthquake Sound Corp. v. Bumper Industries*, 352 F.3d 1210, 1215 (9th Cir. 2003) (discussing  
21 the affidavit of "an attorney practicing in the same region as Earthquake's attorneys," which  
22 opined that "Earthquake's attorney rates were reasonable and customary").

23 Courts can also use survey data to evaluate the reasonableness of attorneys' rates. See *Fish*  
24 *v. St. Cloud State Univ.*, 295 F.3d 849, 852 (8th Cir. 2002) ("The parties presented two surveys  
25 of hourly rates, one reporting fees received by seven Twin Cities class action firms and the other  
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27 <sup>29</sup>Motion, Exh. 2 (Declaration of Peter Schlueter in Support of Motion for Attorneys' Fees  
28 ("P. Schlueter Decl."), ¶ 6).

1 reporting fees received by sixty-two firms doing a variety of work around the state. The court set  
2 individual hourly rates at the median of the class action survey and near the upper limit of the  
3 statewide survey, also taking into account the number of years an attorney had been admitted to  
4 practice”); *American Petroleum Inst. v. United States EPA*, 72 F.3d 907, 912 (D.C. Cir. 1996)  
5 (“Petitioners have provided support for the reasonableness of their rates through affidavits and a  
6 survey of rates and we hold that these rates are reasonable”); *Martin v. University of South*  
7 *Alabama*, 911 F.2d 604, 607 (11th Cir. 1990) (“Based on the testimony and survey produced by  
8 plaintiffs the reasonable non-contingent hourly rate for civil rights lawyers in the relevant market  
9 (Alabama) was found to be \$135 to \$150 per hour for senior counsel and \$105 to \$115 per hour  
10 for junior counsel”).

11 Plaintiffs request fees for work performed by attorneys Dale K. Galipo, Kaveh Navab,  
12 Adrienne Quarry, John C. Fattahi, Hilary Rau, Peter Schlueter, and Jon Schlueter. They ask that  
13 the court calculate the lodestar using the following rates: \$800 for Galipo, \$550 for both Peter and  
14 Jon Schlueter, \$425 for Fattahi, \$350 for Quarry, and \$300 for Navab and Rau.<sup>30</sup> As support for  
15 this request, counsel proffer declarations that recite their own, and their co-counsel’s, skills as  
16 civil rights attorneys. They cite rates courts have awarded for their services in prior civil rights  
17 cases. They also submit the declarations of several prominent civil rights attorneys practicing in  
18 Los Angeles – John Burton, Paul Hoffman, Thomas E. Beck, and Danilo Becerra – who state that  
19 Galipo’s and Quarry’s requested rates are reasonable.<sup>31</sup>

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21 <sup>30</sup>See Motion, Exhs. 1 (Declaration of Dale K. Galipo in Support of Motion for Attorneys’  
22 Fees (“Galipo Decl.”), ¶ 7), 2 (P. Schlueter Decl., ¶ 1), 3 (Declaration of Jon Schlueter in  
23 Support of Motion for Attorneys’ Fees (“J. Schlueter Decl.”), ¶ 2), 4 (Declaration of Kaveh  
24 Navab in Support of Motion for Attorneys’ Fees (“Navab Decl.”), ¶ 6), 5 (Declaration of John  
25 C. Fattahi in Support of Motion for Attorneys’ Fees (“Fattahi Decl.”), ¶ 4), 6 (Declaration of  
26 Adrienne Quarry in Support of Motion for Attorneys’ Fees (“Quarry Decl.”), ¶ 2), 7 (Declaration  
27 of Hilary L. Rau in Support of Motion for Attorneys’ Fees (“Rau Decl.”), ¶ 4).

28 <sup>31</sup>See Motion, Exhs. 8 (Declaration of John Burton in Support of Plaintiffs’ Motion for  
Attorneys’ Fees (“Burton Decl.”)), 9 (Declaration of Paul L. Hoffman in Support of Plaintiffs’  
Motion for Attorneys’ Fees (“Hoffman Decl.”)), 10 (Declaration of Thomas E. Beck in Support  
of Plaintiffs’ Motion for Attorneys’ Fees (“Beck Decl.”)), 11 (Declaration of Danilo Becerra in

1 Jiles objects to each of the requested rates, arguing, *inter alia*, that his attorneys billed no  
2 more than \$180 per hour for their work on the case; he notes that three of his attorneys are

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5 Support of Plaintiffs’ Motion for Attorneys’ Fees (“Becerra Decl.”), 12 (Second Declaration of  
6 Paul L. Hoffman in Support of Plaintiffs’ Motion for Attorneys’ Fees (“2nd Hoffman Decl.”)).  
7 Counsel also rely on the results of a survey published in the Los Angeles Daily Journal. (Galipo  
8 Decl., Exh. B (Chart in Los Angeles Daily Journal: Average Law Firm Billing Rates).) Jiles  
9 objects to the court’s consideration of the survey as inadmissible hearsay. (Opposition at 13.)  
10 “Surveys are admissible, if relevant, either as nonhearsay or through a hearsay exception.”  
11 *Prudential Insurance Co. of America v. Gibraltar Financial Corp. of California*, 694 F.2d 1150,  
12 1156 (9th Cir. 1982). Courts frequently find that survey evidence is admissible under the “catch-  
13 all” exception to the hearsay rule. See FED.R.EVID. 807 (stating that hearsay not specifically  
14 covered by another hearsay exception is not excluded where “(1) [it] has equivalent circumstantial  
15 guarantees of trustworthiness; (2) it is offered as evidence of a material fact; (3) it is more  
16 probative on the point for which it is offered than any other evidence that the proponent can obtain  
17 through reasonable efforts; and (4) admitting it will best serve the purposes of these rules and the  
18 interests of justice”); see also *Keith v. Volpe*, 618 F.Supp. 1132, 1161 (C.D. Cal. 1985)  
19 (admitting survey evidence of number of households to be displaced by freeway construction and  
20 the racial make-up of their occupants under Rule 803(24), the precursor to Rule 807). Plaintiffs  
21 do not respond to Jiles’ objection; the court construes their silence as a concession that the survey  
22 is inadmissible, and excludes the survey for that reason. Jiles has also proffered a survey  
23 overview. This document does not focus on attorneys in Los Angeles or the Central District; it  
24 also does not report rates by area of practice, with the exception that it isolates the highest- and  
25 lowest-rate practice specialties (entertainment law and insurance defense, respectively). Jiles has  
26 not shown that he could not adduce evidence that is more probative of the billing rates of  
27 plaintiff’s civil rights attorneys in the Central District than the survey overview. Consequently,  
28 the court concludes that it too is inadmissible. The court notes, moreover, that Jiles has  
inaccurately represented the findings of the survey overview, in that he asserts that it concludes  
billing rates went down from 2011 to 2012. (See Opposition at 13 n. 1 (“[A]s noted in the survey  
attached to the Hassenberg declaration filed concurrently herewith, due to the economic decline,  
law firm billing rates have *decreased* over the past few years”(emphasis original).) In fact, the  
survey overview clearly states that “[t]he average equity partner billing rate *increased* by 3.4%  
to \$514 in 2012 from \$497 in 2011. . . . Associate billing rates (average for all class years and  
all firm sizes) *increased* 3% to \$337 from the 2011 rate of \$328.” (Opposition, Exh. 1  
(Declaration of Barry Hassenberg in Opposition to Motion for Attorneys’ Fees (“Hassenberg  
Decl.”), ¶ 3 (citing [www.rbz.com/wp-content/uploads/2012/11/2012LawFirmSurvey-Roberts1.pdf](http://www.rbz.com/wp-content/uploads/2012/11/2012LawFirmSurvey-Roberts1.pdf))).) Instead, it appears from the document that those conducting the survey concluded  
that overall attorney *compensation* went down because the number of hours billed fell. (See *id.*  
(noting that while billing rates for partners increased by 3.4%, the average billable hours worked  
decreased by 5.75%)). Therefore, even if the court were to consider Jiles’ evidence, it would not  
support his position.

1 partners who have been practicing law in California since 1976, 1985, and 1991.<sup>32</sup> It is reversible  
2 error, however, for the court to “rel[y] on the rates paid by [a] City to private attorneys for  
3 defending excessive force cases . . . [because such attorneys] are not in the same legal market as  
4 private plaintiff’s attorneys who litigate civil rights cases. In addition, attorneys hired by a  
5 government entity to defend excessive force cases are not acting as ‘private’ attorneys at all.”  
6 *Trevino v. Gates*, 99 F.3d 911, 925 (9th Cir. 1996). The court considers the balance of Jiles’  
7 objections to counsels’ rates below.

8 **a. Dale Galipo**

9 Galipo is a 1984 graduate of UCLA Law School. As support for his requested hourly rate  
10 of \$800, Galipo states that he has extensive experience successfully prosecuting civil rights actions  
11 involving police misconduct resulting in serious injury or death. Galipo has tried more than 200  
12 civil cases to verdict, winning the majority, and has recovered “numerous seven figure verdicts”  
13 for his clients.<sup>33</sup> Hoffman, the former Legal Director of the ACLU of Southern California and  
14 partner at the well-known civil rights law firm Schonbrun, DeSimone Seplow Harris & Hoffman,  
15 LLP, says of Galipo:

16 “There is no other attorney in our community who has had the level of success in  
17 police misconduct litigation in terms of large verdicts than Mr. Galipo has. From  
18 my communications with other civil rights attorneys in the last few years it is clear  
19 that Mr. Galipo is looked upon as the leading trial lawyer for the kinds of cases he  
20 tries. There are few, if any, lawyers in Southern California with a better reputation  
21 in this area or with greater skill or experience in this very demanding area of civil  
22 rights practice. I think Mr. Galipo would be the first lawyer almost any other civil  
23 rights lawyer would recommend to handle complicated deadly force police case.”<sup>34</sup>  
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26 <sup>32</sup>Opposition at 2, Exh. 1 (Hassenberg Decl., ¶ 4).

27 <sup>33</sup>Galipo Decl., ¶ 9.

28 <sup>34</sup>Hoffman Decl., ¶¶ 4-5.

1 Hoffman states that \$800 per hour “is an hourly rate at the high end of rates for civil rights  
2 lawyers but Mr. Galipo’s track record on civil rights trials has placed him in this select  
3 company.”<sup>35</sup> Burton, another civil rights attorney, who has more than 34 years of experience and  
4 specializes in police misconduct actions in Los Angeles states that, in his opinion, \$800 per hour  
5 “is appropriate and necessary to attract attorneys of Mr. Galipo’s quality to challenging and risky  
6 civil-rights cases.”<sup>36</sup> Burton reports that he “recently resolved a fee petition with the County of  
7 Los Angeles based on a claimed rate of \$725 per hour.”<sup>37</sup> Beck, who was associate counsel in  
8 Rodney King’s civil lawsuit and has prosecuted a number of other high-profile cases in the Los  
9 Angeles area, agrees that \$800 per hour “is well within the range of reasonable market rates for  
10 attorneys with [Galipo’s] skills, accomplishments, experience, and reputation,” and that is  
11 “consistent with the rates that are currently being billed by equally talented and experienced  
12 defense attorneys in metropolitan Los Angeles.”<sup>38</sup> Becerra, who has been practicing law for 39  
13 years and who focuses on civil rights police misconduct cases, similarly agrees.<sup>39</sup>

14 Courts in the Central District have awarded Galipo rates ranging from \$500 in 2006 to  
15 \$800 in 2014. He was awarded \$800 per hour last month in *R.S. v. City of Long Beach*, SACV  
16 11-536 AG (RNBx) (C.D. Cal. Jan. 31, 2014);<sup>40</sup> \$675 in March 2013 in *Contreras v. City of Los*

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18 <sup>35</sup>*Id.*, ¶ 6.

19 <sup>36</sup>Burton Decl., ¶ 12.

20 <sup>37</sup>*Id.*, ¶ 10.

21 <sup>38</sup>Beck Decl., ¶ 4.

22 <sup>39</sup>Becerra Decl., ¶¶ 2, 4.

24 <sup>40</sup>Jiles argues in his *ex parte* application that the court should not consider the court’s award  
25 of \$800 per hour to Galipo in *R.S.* because Galipo did not submit the case in a timely fashion.  
26 Specifically, he asserts that “there is simply no reason why th[is] [information] could not have  
27 been included with Declarations filed concurrently with the moving papers.” *R.S.*, however, was  
28 decided on January 31, 2014, the day Jiles filed opposition to plaintiffs’ motion for attorneys’ fees,  
and more than two months after plaintiffs filed their motion. It was therefore impossible to submit  
the evidence prior to that date. Filing notice of the case ten days after it was decided, on February  
10, 2014, in support of plaintiffs’ reply, was reasonable. Other than arguing that Galipo’s citation

1 *Angeles*, No. 2:11-cv-1480-SVW-SH, 2013 WL 1296763 (C.D. Cal. Mar. 28, 2013); \$700 per  
2 hour in September 2012 in *P.C. v. City of Los Angeles*, No. CV 07-6495 PLA (C.D. Cal. Sept.  
3 14, 2012); \$500 per hour in August 2007 in *Ingram v. City of San Bernardino*, No. EDCV  
4 05-925-VAP (SGLx), 2007 WL 5030225 (C.D. Cal. Aug. 27, 2007); and \$500 per hour in July  
5 2006 in *Adams v. City of Rialto*, Nos. EDCV 04-155-VAP (SGLx), EDCV 04-1032 VAP, 2006  
6 WL 7090890 (C.D. Cal. July 20, 2006).

7 Jiles contends that Galipo's requested rate is unreasonable, citing the fact that some courts  
8 have awarded him fees at lower rates.<sup>41</sup> Giles suggests that the court reduce Galipo's rate to \$525,  
9 in line with a Northern District opinion awarding Galipo that amount in 2012.<sup>42</sup> As noted,  
10 however, it is the current prevailing rate for the district in which the case is litigated that  
11 determines the reasonableness of an attorney's hourly rate. Jiles does not explain why more recent  
12 Central District decisions finding significantly more than \$525 per hour reasonable for Galipo are  
13 less accurate representations of the prevailing rate in this district than a 2012 Northern District  
14 case. The more recent Central District cases indicate an upward trend over the years in the rates  
15 courts have found reasonable for someone of Galipo's experience, at least in part because Galipo  
16 has acquired more experience with the passage of time. Jiles also does not address the supporting  
17 declarations plaintiffs have submitted. Given Jiles' failure to dispute the accuracy of the  
18 statements in the declarations, and his failure to proffer declarations showing that a lower rate is  
19 more reasonable, the court accepts plaintiffs' supporting declarations as persuasive evidence of  
20 the prevailing rate in Los Angeles for prominent civil rights attorneys who specialize in police  
21 misconduct cases. As noted, Hoffman believes a rate of \$800 per hour is at the high end of the

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23 of *R.S.* was untimely, Jiles offers no other reason why the court should not consider the decision;  
24 he merely reiterates that Galipo's request for \$800 per hour is unreasonable. (Application, Exh.  
25 B ([Proposed] Objection to the Reply Declaration of Dale K. Galipo) at 2-3.) Accordingly, the  
26 court finds it appropriate to consider *R.S.* in determining a reasonable hourly rate for Galipo's  
time.

27 <sup>41</sup>Opposition at 12-14.

28 <sup>42</sup>*Id.* at 14.



1 range for such attorneys, while Burton states that he recently settled a fee petition with the County  
2 of Los Angeles in which he claimed a rate of \$725 per hour. All of the attorneys who have  
3 submitted declarations agree that, in Los Angeles, \$800 is reasonable for someone with Galipo's  
4 experience prosecuting civil rights claims involving the use of deadly force.<sup>43</sup> On these facts,  
5 given that the most recent rates Galipo has been awarded in this district range from \$625 to \$800,  
6 and given its own evaluation of Galipo's experience and skill as a trial attorney and its knowledge  
7 of the prevailing market rate for plaintiff's civil rights lawyers, the court concludes that a  
8 reasonable rate for attorneys in Galipo's field with his experience is \$800 per hour.

9 **b. Adrienne Quarry**

10 Quarry is a 2005 graduate of Notre Dame Law School. She worked at Schonbrun  
11 DeSimone from 2005 to 2010, and then began to work with Galipo. In a recent state court case,  
12 *Jochimsen v. County of Los Angeles*, Los Angeles Superior Court Case No. BC386266, she was  
13 awarded \$325 per hour for work performed in 2008 and 2009. Hoffman has submitted a second

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15 <sup>43</sup>At the hearing, Jiles' attorney argued that the court should not consider the declarations,  
16 or give them particular weight, because they are self-serving. The Ninth Circuit, however, has  
17 expressly approved the consideration of such declarations. In *Camacho*, the court noted that  
18 "[a]ffidavits of the plaintiffs' attorney[s] and other attorneys regarding prevailing fees in the  
19 community, and rate determinations in other cases . . . are satisfactory evidence of the prevailing  
20 market rate." 523 F.3d at 980 (emphasis added). The court noted that the party opposing the fee  
21 application "has a burden of rebuttal that requires submission of *evidence* to the district court  
22 challenging the accuracy and reasonableness of the . . . facts asserted by the prevailing party in  
23 its submitted affidavits." *Id.* (emphasis added). Jiles' argument that the declarations are self-  
24 serving, without more, is insufficient to rebut plaintiffs' showing that Galipo's rates are  
25 reasonable. This includes the declarations of plaintiffs' attorneys he has submitted. As Galipo  
26 noted at the hearing, Jiles did not submit evidence, such as an expert report opining that the  
27 reasonable market rate in the community for civil rights attorneys with Galipo's experience is  
28 lower than \$800 an hour. While other plaintiffs' attorneys may submit declarations for self-  
serving reasons, there is no evidence that this occurred here. The court notes, moreover, that the  
declarations are submitted under penalty of perjury, a fact it presumes the declarants took into  
account before agreeing to provide their sworn statements here. Based on its own knowledge of  
the prevailing market rates in the Central District, the court does not believe that a fee of \$800 per  
hour for someone of Galipo's experience is excessive, such that it would indicate collusion  
between Galipo and the declarants supporting his request. Consequently, the court will consider  
the declarations, which support its conclusion that \$800 per hour is a reasonable rate for Galipo  
in this case.



1 declaration in support of Quarry’s fee request, in which he states that he has known Quarry since  
2 she externed for him while still a law student in 2003, and that he had the opportunity to supervise  
3 her work for more than four years at Schonbrune DeSimone.<sup>44</sup> He believes that \$350 per hour  
4 “is below the market rate for attorneys of comparable skill and experience in civil rights cases in  
5 this community.”<sup>45</sup>

6 Jiles argues that Quarry’s requested rate is unreasonable because no court has ever valued  
7 her services at \$350 per hour. He does not dispute Hoffman’s statements, however, including  
8 his opinion that \$350 per hour is below the market rate for civil rights attorneys like Quarry who  
9 have nine years of experience. Nor does he proffer evidence rebutting it. The court notes,  
10 moreover, that the \$325 per hour that Quarry received in *Jochimsen* was for work performed  
11 several years prior to her work on this case. Accordingly, the court concludes that Quarry’s  
12 requested rate of \$350 per hour is reasonable.

13 **c. Peter Schlueter, Jon Schlueter, Kaveh Navab, John Fattahi, and**  
14 **Hilary Rau**

15 Peter Schlueter is a 1991 honors graduate of Western State University College of Law.  
16 After law school, he worked as a prosecutor for four years. Since 1999, he has focused on  
17 criminal defense and civil rights litigation.<sup>46</sup> Prior to law school, Peter Schlueter was a journalist  
18 and photojournalist. Jon Schlueter is a 1982 graduate of UCLA law school. After law school,  
19 he became a prosecutor and tried more than 60 criminal cases to a jury before leaving to start his  
20 own civil rights firm in 1999 with his brother, Peter Schlueter. Jon Schlueter has argued before  
21 the California Supreme Court, the Ninth Circuit Court of Appeals, and the Fourth Appellate  
22 District of the California Court of Appeal. As noted, both Peter and Jon Schlueter request that  
23 the court value their time at \$550 per hour. In 2010, a court in the Central District awarded Peter  
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26 <sup>44</sup>2nd Hoffman Decl., ¶¶ 4-5.

27 <sup>45</sup>*Id.*, ¶ 3.

28 <sup>46</sup>P. Schlueter Decl., ¶¶ 1-5.

1 Schlueter \$300 per hour and Jon Schlueter \$350 per hour for work performed between 2005 to  
2 2007.<sup>47</sup> *McCown v. City of Fontana*, 711 F.Supp.2d 1067 (C.D. Cal. 2010).

3 Fattahi is a 2006 graduate of UCLA School of Law and former clerk to the Honorable  
4 Virginia Phillips. Following his clerkship, Fattahi accepted a position at Quinn Emanuel Urquhart  
5 & Sullivan, LLP, where he worked as an associate until 2009. At that point, he joined Galipo's  
6 office, where he focused almost exclusively on plaintiffs' civil rights litigation. Fattahi left  
7 Galipo's office in 2011 to start a solo practice, where he focuses exclusively on police civil rights  
8 litigation. Fattahi requests that the court use an hourly rate of \$425 in awarding fees for his time.  
9 In *Contreras*, he was awarded fees using a rate of \$350 per hour, see 2013 WL 1296763 at \*3;  
10 in *P.C.*, the court awarded him fees based on a rate of \$320 per hour.

11 Navab is a 2010 graduate of the Vermont Law School. During law school, he worked one  
12 summer at the Law Offices of Carol A. Sobel. After law school, he joined Otten & Joyce, LLP,  
13 which he left in 2012 to accept a position in Galipo's office. Rau is a 2010 graduate of UCLA  
14 Law School. During law school, Rau was the editor of the UCLA Journal of Environmental Law  
15 and Policy. She worked at Galipo's office until July 2012, when she left to accept a position at  
16 The Feldman Law Firm, APC, where she has a plaintiffs' employment and civil rights practice.  
17 Navab and Rau request that the court use an hourly rate of \$300 to value their time. In *Contreras*,  
18 the court awarded Rau \$285 per hour. 2013 WL 1296763 at \*3.

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22 <sup>47</sup>Jiles argues that the court should not consider the information that the *McCown* court  
23 awarded the Schlueters hourly rates based on work performed between 2005 to 2007 because it  
24 is irrelevant and should have been submitted in plaintiffs' moving papers. (Application, Exh. E  
25 ([Proposed] Objection to the Reply Declaration of Peter Schlueter at 2-3.) As noted, because the  
26 court has given Jiles an opportunity to respond to the information, the fact that it was not included  
27 in Peter Schlueter's original declaration does not prevent the court from considering it. The fact  
28 that the amount awarded in *McCown* was for work performed in 2005-2007 is clearly relevant  
because it suggests that a reasonable rate for the two some years later would be higher because  
they had more experience by the time they worked on this case. Accordingly, the court believes  
it appropriate to consider the fact that the work for which the Schlueters received fees in *McCown*  
was performed between 2005 to 2007.

1 Other than declarations by each of these attorneys concerning their experience and the  
2 reasonableness of each other's rates, plaintiffs have adduced no other admissible<sup>48</sup> evidence  
3 supporting the reasonableness of plaintiffs' fee request for these attorneys. They have therefore  
4 failed to satisfy their burden of showing that the requested rates are reasonable. When a fee  
5 applicant fails to establish the reasonableness of the requested rates, the court may exercise its  
6 discretion to determine reasonable hourly rates based on its experience and knowledge of  
7 prevailing rates in the community. See, e.g., *Plan Administrator v. Kienast*, No. 2:06-cv-1529,  
8 2008 WL 1981637, \*4 (W.D. Pa. May 2, 2008) ("If a party fails to meet its burden to  
9 demonstrate a prima facie case that the requested rates were the prevailing rates in the community,  
10 'the district court must exercise its discretion in fixing a reasonable hourly rate,'" quoting  
11 *Washington v. Philadelphia Court of Common Pleas*, 89 F.3d 1031, 1036 (3d Cir. 1996)); *Moreno*  
12 *v. Empire City Subway Co.*, No. CV 05-7768 (LMM) (HBP), 2008 WL 793605, \*7 (S.D.N.Y.  
13 Mar. 26, 2008) (where the fee applicant "has submitted no evidence of the prevailing market rate  
14 for attorneys of like skill litigating cases similar to plaintiff's . . . it is within [the court's]  
15 discretion to determine the reasonable hourly rate at which plaintiff[']s counsel should be  
16 compensated based on [the court's] familiarity with plaintiff's case and the prevailing rates in the  
17 [relevant community]"); *Shephard v. Dorsa*, No. CV 95-8748 ER (JGx), 1998 WL 1799018, \*2  
18 (C.D. Cal. July 2, 1998) (determining a reasonable hourly rate based on "(1) the Court's own  
19 experience in considering the prevailing market rates in Los Angeles, (2) other fee awards in the  
20 relevant market, and (3) ALTMAN WEIL, PENZA, SURVEY OF LAW FIRM ECONOMICS (1996)" in  
21 a case where the fee applicant failed to establish the reasonableness of the lawyer's hourly rate).

22 Based on its experience and understanding of prevailing market rates in Los Angeles for  
23 civil rights attorneys with experience comparable to the Schlueters, and its belief that the work the  
24 Schlueters performed in this case did not require the skill of attorneys with as much experience  
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27 <sup>48</sup>As noted, plaintiffs submitted a survey stating that the average associate billed \$516 per  
28 hour in 2011, and \$550 per hour in 2012. The court has sustained Jiles' objection to the survey,  
and will thus not consider it.

1 as they had,<sup>49</sup> the court concludes that \$450 per hour is a reasonable rate for their time. It  
2 concludes that a reasonable rate for Fattahi is \$400 per hour, and that Navab’s and Rau’s  
3 requested rate of \$300 per hour is reasonable as well.<sup>50</sup>

4 **d. Conclusion Regarding Counsels’ Requested Rates**

5 For the reasons, the court finds the following rates reasonable and will use them in  
6 calculating fees in this case: Dale Galipo – \$800 per hour; Peter and Jon Schlueter – \$450 per  
7 hour; John C. Fattahi – \$400; Adrienne Quarry – \$350; and Kaveh Navab and Hilary Rau –  
8 \$300.

9 **2. Whether the Hours Billed Are Reasonable**

10 A court may award attorneys’ fees only for the number of hours it concludes were  
11 reasonably expended on the litigation. *Hensley*, 461 U.S. at 434 (“[Counsel] should make a good  
12 faith effort to exclude . . . hours that are excessive, redundant, or otherwise unnecessary”).  
13 “[T]he fee applicant bears the burden of documenting the appropriate hours expended in the  
14 litigation and must submit evidence in support of th[e] hours worked. . . .” *Gates v.*  
15 *Rowland*, 39 F.3d 1439, 1449 (9th Cir. 1994) (quoting *Gates v. Deukmejian*, 987 F.2d 1392,  
16 1397-98 (9th Cir. 1992)); *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210 (9th Cir. 1986)  
17 (“[C]ounsel bears the burden of submitting detailed time records justifying the hours claimed to  
18 have been expended”); *Pac. W. Cable Co. v. City of Sacramento*, 693 F.Supp. 865, 870 (E.D.  
19 Cal. 1988) (“The cases do not indicate that every minute of an attorney’s time must be  
20 documented; they do, however, require that there be adequate description of how the time was  
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22 <sup>49</sup>As discussed *infra*, the Schlueters were largely involved in the discovery aspects of the  
23 case; they took many of the depositions and searched for possible witnesses and evidence plaintiffs  
24 could introduce at trial. While these activities were important, they did not require attorneys with  
25 the level of skill and experience the Schlueters have. For that reason, the court concludes that  
\$550 is too high to constitute a reasonable rate for their work in this case.

26 <sup>50</sup>Jiles’ counsel argued at the hearing that Navab and Rau have too little experience to make  
27 a \$300 per hour reasonable. The court disagrees. Market rate is based not just on experience but  
28 also on skill. In the court’s experience, civil rights attorneys who are recent law graduates with  
prestigious backgrounds frequently bill at rates in the \$300 per hour range.

1 spent, whether it be on research or some other aspect of the litigation. . .”). Although a fee  
2 applicant “is not required to record in great detail how each minute of [his] time was expended  
3 . . . [he must] list[ ] [the] hours and identify[ ] the general subject matter of [the] time  
4 expenditures.” *Gucci Am., Inc. v. Pieta*, No. CV 04-9626 ABC (Mcx), 2006 WL 4725707, \*2  
5 (C.D. Cal. July 17, 2006) (quotation omitted).

6 In calculating the lodestar, courts typically exclude time spent on clerical or ministerial  
7 tasks because such tasks are properly considered part of an attorney’s overhead and are reflected  
8 in his or her hourly rate. See *Missouri v. Jenkins*, 491 U.S. 274, 288 n. 10 (1989) (“[P]urely  
9 clerical or secretarial tasks should not be billed at a paralegal [or lawyer’s] rate, regardless of who  
10 performs them”). In determining whether the number of hours requested is reasonable, a court  
11 must be mindful “that lawyers are not likely to spend unnecessary time on contingency fee cases  
12 in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the  
13 amount of the fee. It would therefore be the highly atypical civil rights case where plaintiff’s  
14 lawyer engages in churning. By and large, the court should defer to the winning lawyer’s  
15 professional judgment as to how much time he was required to spend on the case; after all, he  
16 won, and might not have, had he been more of a slacker.” *Moreno*, 534 F.3d at 1112.

17 In support of their motion for fees, each attorney has submitted time records detailing the  
18 work they performed on the case. Collectively, plaintiffs’ counsel billed 1,500.65 hours working  
19 on this matter, or about 7.8 hours per week over the four years the case was pending. The  
20 attorney breakdown of hours is as follows: Galipo – 649.6 hours; Peter Schlueter – 470.65 hours;  
21 Quarry – 270.8 hours; Jon Schlueter – 39.3 hours; and Fattahi – 16.2 hours.<sup>51</sup> Jiles contends that  
22 having seven attorneys work on the matter and bill this number of hours was unreasonable.<sup>52</sup> He  
23 asserts that the case did not involve a large number of filings, as there was a single motion to  
24 dismiss, which plaintiffs did not oppose; a discovery motion; a “standard” number of motions *in*

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27 <sup>51</sup>Motion at 18.

28 <sup>52</sup>Opposition at 10.

1 *limine*; and a motion for judgment as a matter of law.<sup>53</sup> Additionally, although the case was tried  
2 twice, Jiles contends that the trials were not particularly difficult because they involved first two  
3 and then a single cause of action.<sup>54</sup>

4 Jiles also argues that many of the hours billed are excessive and duplicative. “The court  
5 may reduce the number of hours awarded because the lawyer performed unnecessarily duplicative  
6 work.” *Moreno*, 534 F.3d at 1112; see also *Campon v. City of Blue Springs, Missouri*, 289 F.3d  
7 546, 553 (8th Cir. 2002) (reducing the number of hours and stating that, “[i]n our view, it should  
8 not take four experienced, highly paid attorneys 480 hours to prepare one summary judgment  
9 motion and to prepare for and conduct a four-day trial when all pretrial discovery had been  
10 completed”). Jiles cites several aspects of plaintiffs’ billing in this regard. He notes that three  
11 attorneys billed 41.9 hours for preparation of the attorneys’ fees motion, despite the fact that it  
12 is “almost identical” to motions Galipo has filed in other cases. He asserts this is evidence of  
13 duplicative billing.<sup>55</sup> Jiles also argues that Navab claims to have spent a total of 37.6 hours on the  
14 fee motion in this case and a similar motion in *R.S.* during the same week: he asserts the hours  
15 were either unnecessary, given the similarity of the motions, or that Navab double-billed for time  
16 spent on each motion.<sup>56</sup> He also takes issue with Peter Schlueter’s time entries for 625 telephone  
17 calls, primarily to Galipo and Quarry. He notes that most of the entries are for .1 hours – or 6  
18 minutes – and Galipo and Quarry did not bill for the calls. From these facts, he deduces that the  
19 calls were likely situations in which Schlueter called Galipo and left a voicemail. He contends

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25 <sup>53</sup>*Id.*

26 <sup>54</sup>*Id.*

27 <sup>55</sup>*Id.*

28 <sup>56</sup>*Id.* at 11.

1 this time should not be compensated.<sup>57</sup> Jiles asks generally that the court reduce Peter Schlueter’s  
2 hours by 50% because of these phone calls and his vague billing entries.<sup>58</sup>

3 Next, Jiles focuses on hours billed for tasks related to trial. Galipo billed 134 hours on  
4 trial preparation for the first trial and 225.5 hours in preparation for the second trial. Jiles argues  
5 that this number of hours was unreasonable because there was only one claim at issue in the  
6 second trial and that claim had already been tried.<sup>59</sup> He also asserts that Galipo billed for 40 hours  
7 of preparation for the Rule 50(b) hearing, and that was unreasonable<sup>60</sup> Additionally, he notes that  
8 Galipo billed 31.5 hours for time spent at trial, while Navab billed 18 hours and Peter Schlueter  
9 billed 27.1 hours. Jiles contends that Navab’s and Schlueter’s time was unnecessary because only  
10 Galipo tried the case.<sup>61</sup>

11 Finally, Jiles contends that plaintiffs’ counsel block billed and that their time entries are too  
12 vague to permit a thorough analysis of the reasonableness of the hours. For this reason, he  
13 asserts, the number of hours should be reduced.<sup>62</sup> The court considers these arguments *seriatim*  
14 below.

15 **a. Whether Counsel Engaged in Block Billing**

16 The court has discretion to reduce the number of hours requested where attorneys’ block  
17 billing makes it difficult easily to identify the hours reasonably expended. See *Neil v.*  
18 *Commissioner of Social Sec.*, 495 Fed. Appx. 845, 847 (9th Cir. Nov. 9, 2012) (Unpub. Disp.)  
19 (holding that it was not an abuse of discretion for the district court to reduce a fee request by ten  
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<sup>57</sup>*Id.* at 17.

23 <sup>58</sup>*Id.* at 18.

24 <sup>59</sup>*Id.* at 16.

25 <sup>60</sup>*Id.* at 17.

26 <sup>61</sup>*Id.*

27 <sup>62</sup>*Id.* at 15-16.  
28



1 percent to account for block billing, and citing *Hensley*, 461 U.S. at 437, and *Welch v. Metro Life*  
2 *Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007)).

3 The court agrees with Jiles that Galipo block-billed hours he denoted “trial preparation.”  
4 His time records indicate that “trial preparation includes[ ] review of Depositions, Reports,  
5 Disclosures, Pretrial Documents, Expert Reports, Preparation of outline for opening, direct and  
6 cross examination, and closing.”<sup>63</sup> Absent a breakdown of how much time Galipo spent reviewing  
7 documents and how much time he spent preparing outlines of his opening statement, direct and  
8 cross examination, and closing argument, however, the court is unable to say that it was  
9 reasonable to spend 134 hours – or a little more than three forty-hour workweeks – preparing for  
10 the first trial, and 225.5 hours – or approximately five-and-a-half forty-hour workweeks –  
11 preparing for the second trial. For this reason, the court reduces Galipo’s trial hours by 20 %  
12 from 359.5 to 287.6 hours.

13 The court, however, does not agree with Jiles that Peter Schlueter, or any of the other  
14 attorneys, engaged in block billing. Much of Peter Schlueter’s time is detailed in his time records.  
15 For example, his entry on April 23, 2010 states “Discussion re progress of investigation with T  
16 Thompson. Discussion of discovery needs and the finding of bullets. Discussion re posey.”<sup>64</sup>  
17 Although there are perhaps an equal number of entries that state only “Review” or “Gen[eral]  
18 rev[iew] of file and progress,” Schlueter does not seek compensation for many of these entries.<sup>65</sup>  
19 Although Navab described the work he did for 18 hours only as “trial,” he submitted a declaration  
20 stating that the time was spent preparing and coordinating witnesses and organizing documentary  
21 evidence to be presented at trial.<sup>66</sup> This description is sufficiently detailed that the court can  
22 determine whether the time spent was reasonable. Other counsel have likewise submitted time  
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24 <sup>63</sup>Galipo Decl., Exh. A (Time Records) at 5.

25 <sup>64</sup>P. Schlueter Decl., Exh. A (Time Records).

26 <sup>65</sup>See e.g., *id.*, Exh. A (Time Records at 2/8/2011 and 2/15/2011).

27 <sup>66</sup>Reply, Exh. 3 (Reply Declaration of Kaveh Navab in Support of Motion for Attorneys’  
28 Fees (“Navab Reply Decl.”), ¶ 4).

1 records that are adequate for purposes of determining whether the time spent was  
2 reasonable. Accordingly, the court declines to reduce the balance of the hours on the basis that  
3 time was block-billed.

4 **3. Whether Counsel’s Time Entries Show That They Performed Excessive,**  
5 **Duplicative, and/or Unnecessary Work**

6 While the court agrees with Jiles that having seven attorneys work on this case  
7 simultaneously would be excessive, it is clear from counsels’ time records that they were not all  
8 working on the case at the same time. Where several counsel were working on the case at the  
9 same time, moreover, they split their duties so that they did not perform overlapping work. This  
10 manner of staffing reduces the likelihood that time entries are duplicative or reflect unnecessary  
11 work. Galipo was lead trial counsel. Peter Schlueter acted as “the bridge between the clients”  
12 and Galipo. Peter Schlueter was also primarily responsible for conducting an investigation; he  
13 visited the shooting site, tracked down and questioned witnesses, and conducted depositions.<sup>67</sup>  
14 Jon Schlueter assisted his brother with investigation and depositions.<sup>68</sup> Quarry was the primary  
15 associate assigned to the case in Galipo’s office from September 2010 to August 2012. She  
16 coordinated discovery efforts and trial strategy with Peter Schlueter and Galipo, reviewed the  
17 motion to dismiss and conducted much of plaintiffs’ written discovery.<sup>69</sup> Rau worked on the case  
18 from April 2011 to July 2012, primarily drafting opposition to motions *in limine* and assisting  
19 Galipo with trial preparation.<sup>70</sup> Navab took over responsibility for the day-to-day management  
20 of the case beginning in November 2013.<sup>71</sup> He was responsible for drafting the exhibit and  
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23 <sup>67</sup>Reply, Exh. 4 (Reply Declaration of Peter Schlueter in Support of Motion for Attorneys’  
24 Fees (“P. Schlueter Reply Decl.”), ¶¶ 6-7).

25 <sup>68</sup>J. Schlueter Decl., Exh. A (Time Records).

26 <sup>69</sup>Quarry Decl., Exh. B (Time Records).

27 <sup>70</sup>Rau Decl., Exh. A (Time Records).

28 <sup>71</sup>Galipo Decl., ¶ 18.

1 witness lists, the verdict form, and the motion for attorneys' fees.<sup>72</sup> He also assisted with trial,  
2 preparing and coordinating witnesses and organizing documentary evidence for presentation at  
3 trial.<sup>73</sup> Galipo brought Fattahi in to oppose Jiles' Rule 50 motion at the end of trial.<sup>74</sup>

4 While having different associates handle different portions of the case likely increased the  
5 amount of time the attorneys billed reviewing documents to familiarize themselves with the case,  
6 there was little Galipo could do to prevent such duplication, given that several of his associates  
7 joined and left his office during the course of this litigation. In all likelihood, having certain work  
8 performed by associates billing at lower rates reduced total fees below what they would have been  
9 had Galipo or one of the Schlueters undertaken to propound or response to written discovery, or  
10 organize exhibits and coordinate with witnesses. The court does believe, however, that there was  
11 some inefficiency created by the fact that Peter Schlueter served as a conduit for Galipo's  
12 communications with plaintiffs. While the court understands the circumstances that led to this  
13 layered approach to communication, that does not mean that defendant should be required to pay  
14 higher fees as a result of it.

15 For example, the court believes that the number of calls Peter Schlueter made to Galipo's  
16 office was excessive. Jiles contends that the court should infer from the length and number of the  
17 calls, as well as from the fact that they are not mentioned in Galipo's billing records, that Peter  
18 Schlueter billed for time he spent leaving voicemails for Galipo that took less than 6 minutes to  
19 record.<sup>75</sup> Peter Schlueter counters that he can corroborate the calls with telephone bills, and that  
20 the calls reflect conversations, not messages. He asserts they were necessary because counsel did  
21 not work in the same office; he also asserts that counsel had to communicate and strategize more  
22 frequently than might otherwise have been the case because evidence in defendant's possession  
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24 <sup>72</sup>Navab Decl., Exh. A (Time Records).

25 <sup>73</sup>*Id.*; Reply, Exh. 3 (Navab Reply Decl., ¶ 4).

26 <sup>74</sup>Fattahi Decl., ¶ 5.

27 <sup>75</sup>Opposition at 17.

1 went missing and plaintiffs had to track down most of the evidence they ultimately offered at  
2 trial.<sup>76</sup> The court simply cannot find that as many as seven telephone calls a day was reasonable  
3 even if the case required an abnormal amount of independent investigation. Peter Schlueter billed  
4 for 581 calls to Galipo's office between November 24, 2010 and June 26, 2013.<sup>77</sup> 510 of these  
5 calls lasted just six minutes. The court finds this amount of communication, which amounts to  
6 71.9 hours, excessive, given that many, if not most, of these telephone calls were likely  
7 necessitated by the layered approach counsel took to communication with the clients. It therefore  
8 reduces the hours billed by Peter Schlueter for telephone calls to co-counsel by 80% to 14.38  
9 hours.

10 As noted, Jiles next contends that the number of hours Galipo spent preparing for trial was  
11 excessive. The court has already reduced Galipo's trial preparation hours by 20%, to 287.6  
12 hours, because he block-billed his time. Consequently, the court must examine whether it was  
13 reasonable for Galipo to spend 107 hours preparing for the first trial and 180.4 hours preparing  
14 for the second trial. The court concludes it was reasonable to spend 107 hours preparing for use  
15 of deadly force case. The evidence in the case was conflicting; eyewitnesses saw different things  
16 and it was undoubtedly necessary to compare the various versions of events witnesses recounted,  
17 look for patterns and inconsistencies, try to construct a coherent theory of what transpired, and  
18 determine how best to elicit testimony in a way that would be most helpful in proving that theory.  
19 The questions the jury resolved were fact-intensive – whether Don Richard's hand was in his  
20 pocket at the time Jiles shot him, whether Don Richard was facing Jiles or had turned away from  
21 him at the time Jiles fired the third and fourth shots, and the amount of pain and suffering Don  
22 Richard suffered before he died as a result of the gunshot wounds.<sup>78</sup> For these reasons, the court  
23 finds that 107 hours was a reasonable amount of time to expend preparing for trial, and declines  
24 to reduce it.

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25  
26 <sup>76</sup>P. Schlueter Reply Decl., ¶ 6.

27 <sup>77</sup>Schlueter Decl., Exh. A (Time Records).

28 <sup>78</sup>See JMOL Order at 3, 16.

1 As respects preparation for the second trial, Galipo states that he spent more time preparing  
2 for the second trial because he had to change his theory of the case in order to prevail. The court  
3 observed that during the second trial, Galipo focused less on whether Don Richard’s hand was in  
4 his pocket before, during and after he was shot, and more on the fact that Jiles shot Don Richard  
5 four times, including twice when the jury found that Don Richard had turned away from him.  
6 Coupled with the fact that Galipo had to review all of the documents and evidence in the case as  
7 well as transcripts of the first trial, this added to the amount of time reasonably expended  
8 preparing for the second trial.<sup>79</sup> The Ninth Circuit has noted that “[w]hen a case goes on for many  
9 years, a lot of legal work product will grow stale. . . . A lawyer [ ] needs to get up to speed with  
10 the research previously performed. All this is duplication, of course, but it’s *necessary*  
11 duplication; it is inherent in the process of litigating over time.” *Moreno*, 534 F.3d at 1112  
12 (emphasis original). As with legal research, attorneys litigating a case over the course of several  
13 years must refresh their recollection of the facts. It was reasonable for Galipo to spend additional  
14 hours reviewing the evidence and transcripts of the first trial in preparation for the second trial,  
15 and to spend additional time reformulating his theory of the case. For these reasons, the court  
16 does not agree with Jiles that Galipo’s trial preparation hours should be reduced further.

17 Next, as respects the 27.1 hours Peter Schlueter recorded for attending the first trial and  
18 the 18 hours Navab recorded for attending the second trial, the court disagrees with Jiles that it  
19 was unreasonable for plaintiffs to be represented by two attorneys at trial. The record establishes  
20 that Peter Schlueter was intimately familiar with the evidence, the witnesses, and the clients.  
21 Counsel state that Peter Schlueter “spent time with the family during the first trial, and aided in  
22 the coordination of witnesses in both trials,” although he did not bill for his presence at the second  
23 trial.<sup>80</sup> Navab helped Galipo prepare and coordinate witnesses, and organized documentary  
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27 <sup>79</sup>Reply at 9.

28 <sup>80</sup>*Id.* at 10.

1 evidence to be presented at the second trial.<sup>81</sup> This was substantive work and the hours Navab  
2 billed are reasonable. See *Fleming v. Kemper National Services, Inc.*, 373 F.Supp.2d 1000, 1009  
3 (N.D. Cal. 2005) (“[G]iven the importance of the [settlement] conference, it was necessary for  
4 a senior attorney to attend, and it was also important that the more junior attorney who actually  
5 drafted the settlement conference statement be available at the conference to answer questions  
6 about the facts of the case and the supporting evidence. Although the senior attorney could have  
7 drafted the statement himself, it would not have been cost-effective, as his billing rate is more than  
8 twice as high as that of the more junior attorney who actually drafted the statement”). Indeed,  
9 Jiles himself was represented by two attorneys throughout both trials. As for Peter Schlueter, it  
10 was reasonable for him to attend the first trial to the extent he performed substantive work that  
11 contributed to presentation of the case to the jury. As the court has noted earlier, while it  
12 understands the circumstances that resulted in Peter Schlueter having primary contact with the  
13 plaintiffs, it does not believe that this circumstance, which resulted in two attorneys doing work  
14 that could have been done by one, necessitates that defendant pay both attorneys’ full fee.  
15 Comparing Peter Schlueter’s time for the first trial with Navab’s time for the second trial, and  
16 recognizing that Schlueter assisted with the coordination of witnesses in addition to serving as  
17 liaison to plaintiffs, the court reduces the number of hours he is entitled to recover for the first  
18 trial by 9.1 hours, for a total of 18 hours.

19 Finally, the court believes that the 41.9 hours spent drafting the motion for attorneys’ fees  
20 was reasonable. Although Jiles contends the motion is almost identical to those Galipo has filed  
21 in other cases, Jiles has not submitted the other motions for the court’s review. Even if Galipo  
22

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23  
24 <sup>81</sup>Navab Supp. Decl., ¶ 4. Jiles argues that the court should not consider this information  
25 because it is “irrelevant, hyperbolic, and otherwise unsupported with evidence.” (Application,  
26 Exh. D ([Proposed] Objection to the Reply Declaration of Kaveh Navab at 2).) The information  
27 is clearly relevant because it assists the court in determining whether 18 hours was a reasonable  
28 number of hours to bill by describing the tasks Navab performed during those hours. Navab’s  
statement, moreover, is not hyperbolic, and there is no need for Navab to submit evidence in  
addition to a declaration under penalty of perjury. The court accordingly deems it appropriate to  
consider this information.

1 uses standard language in the motions to describe the principles governing awards of attorneys’  
 2 fees, and even if the biographical information concerning the attorneys who worked on the file and  
 3 the fees they have been awarded in other cases is in large measure duplicative across motions,  
 4 drafting this motion necessitated coordination with eleven attorneys and the crafting of case-  
 5 specific arguments. There is no evidence, moreover, that Navab billed excessively for his work  
 6 on the motion or double-billed for drafting the same portions of this motion as another he worked  
 7 on during the same week. This is pure speculation on Jiles’ part.

8 The court has reviewed the detailed time records submitted by counsel in support of the  
 9 motion for attorneys’ fees in this case. The factual issues were difficult and, although the parties  
 10 litigated only one motion to dismiss, there were 15 motions *in limine* and one *ex parte* application  
 11 to exclude expert testimony, as well as several follow-up offers of proof and sur-replies allowed  
 12 by the court at the hearing on the motions, twenty-four depositions, a wealth of evidence that  
 13 plaintiffs apparently discovered only through lengthy independent investigation, and two trials.  
 14 Under these circumstances, the court finds the balance of counsels’ requested hours reasonable.

15 **a. Calculation of the Lodestar Figure**

16 For the reasons stated, the court calculates counsels’ reasonable lodestar at:

Attorney	Rate	Hours	Total
Dale Galipo	\$800.00	580.7	\$464,560.00
Peter Schlueter	\$450.00	404.03	\$181,813.50
Jon Schlueter	\$450.00	58.1	\$26,145.00
John Fattahi	\$400.00	16.2	\$9,480.00
Adrienne Quarry	\$350.00	270.8	\$94,780.00
Kaveh Navab	\$300.00	62.2	\$18,660.00
Hilary Rau	\$300.00	39.3	\$11,790.00
<b>Total:</b>		<b>1,451.15</b>	<b>\$807,228.50<sup>82</sup></b>

25  
 26 <sup>82</sup>This number includes requested additional fees for preparation of the motion for  
 27 attorneys’ fees, reply, and attendance at the hearing, which the court calculated by multiplying the  
 28 number of hours counsel reasonably spent on these tasks by the hourly rates the court has  
 approved, *supra*. See *Clark*, 803 F.2d at 992 (“We, like every other court that has considered



1                   **4.       Whether the Court Should Adjust the Award**

2                   “A ‘strong presumption’ exists that the lodestar figure represents a ‘reasonable fee,’ and  
3 therefore, it should only be enhanced or reduced in ‘rare and exceptional cases.’” *Fischer v.*  
4 *SJB-P.D. Inc.*, 214 F.3d 1115, 1119 n. 4 (9th Cir. 2000) (quoting *Pennsylvania v. Delaware*  
5 *Valley Citizens’ Council for Clean Air*, 478 U.S. 546, 565 (1986)); accord *Clark*, 803 F.2d at 990-  
6 91; see also *Hiram C.*, 2004 WL 4999156 at \*1 (“There is a strong presumption that the lodestar  
7 amount is reasonable,” citing *Harris v. Marhoefer*, 24 F.3d 16, 18 (9th Cir. 1994)).  
8 Nevertheless, after calculating the “lodestar” amount, the court must determine whether it should  
9 be adjusted, considering the factors identified in *Kerr v. Screen Guild Extra, Inc.*, 526 F.2d 67,  
10 70 (9th Cir. 1975): (1) the time and labor required for the litigation; (2) the novelty and difficulty  
11 of the questions presented; (3) the skill required to perform the legal services properly; (4) the  
12 preclusion of other employment by the attorney due to acceptance of the case; (5) the customary  
13 fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the  
14 circumstances; (8) the amount involved and the result obtained; (9) the experience, reputation, and  
15 ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the  
16 professional relationship with the client; and (12) awards in similar cases. See *Hiram C.*, 2004  
17 WL 4999156 at \*1; see also *Jason D.W.*, 158 F.3d at 209.

18  
19  
20 the question, have held that the time spent in establishing entitlement to an amount of fees  
21 awardable under section 1988 is compensable). Galipo estimates he will spent three hours  
22 preparing for and attending the hearing on the motion (Galipo Supp. Decl., ¶ 10). Fattahi has  
23 billed an additional 7.5 hours drafting a reply to Jiles’ opposition (Fatahi Supp. Decl., ¶ 5), and  
24 Navab spent an additional 8.1 hours on the reply as well (Navab Supp. Decl., ¶ 6). The court  
25 incorporated these hours into the lodestar, which had the effect of increasing the fee award by  
26 \$7,830. Jiles objects to the court’s consideration of these hours in his *ex parte* application.  
27 Beyond asserting that the information was not included in the plaintiffs’ moving papers, however,  
28 he simply repeats his objection that counsels’ fees are unreasonable and inadequately supported.  
(See Application, Exhs. B ([Proposed] Objection to the Reply Declaration of Dale K. Galipo at 3-4); C ([Proposed] Objection to the Reply Declaration of John C. Fattahi at 2-4); D ([Proposed] Objection to the Reply Declaration of Kaveh Navab at 3-4). The court has considered Jiles’ objections, but finds the hours reported reasonable and adequately supported by declarations under penalty of perjury.

1 Many of these factors, however, are subsumed in the initial lodestar calculation, see  
2 *Hensley*, 461 U.S. at 434 n. 9, and should not be double-counted, see, e.g., *Fisher*, 214 F.3d at  
3 1119; *Clark*, 803 F.2d at 990-91. Moreover, some factors deserve more weight than others. The  
4 Supreme Court has held that “the most critical factor” in determining the reasonableness of a fee  
5 award “is the degree of success obtained.” *Farrar*, 506 U.S. at 114 (quoting *Hensley*, 461 U.S.  
6 at 436); see also *Texas State Teachers Ass’n v. Garland Independent School Dist.*, 489 U.S. 782,  
7 790 (1989) (noting that “the degree of [the party’s] success in relation to the other goals of the  
8 lawsuit is a factor critical to the determination of the size of a reasonable fee”). This factor is  
9 particularly important when the parties seeking fees is deemed to have “prevailed” on only some  
10 of their claims. See *Hensley*, 461 U.S. at 434. Stated differently, a reduced fee is appropriate  
11 if the relief, “however significant, is limited in comparison to the scope of the litigation as a  
12 whole.” *Id.* at 440.

13 Consistent with this precedent, the Ninth Circuit has recently observed that “*Hensley’s* test  
14 does not require apportionment ‘mechanically’ on the basis of success or failure on *enumerated*  
15 *issues.*” *Crawford v. San Dieguito Union Sch. Dist.*, 202 Fed. Appx. 185, 186 (9th Cir. Sept.  
16 15, 2006) (Unpub. Disp.) (emphasis added); see also *Hensley*, 461 U.S. at 435 n. 11 (“We agree  
17 with the District Court’s rejection of a mathematical approach comparing the total number of  
18 issues in the case with those actually prevailed upon. Such a ratio provides little aid in  
19 determining what is a reasonable fee in light of all the relevant factors” (internal quotation marks  
20 and record citation omitted)); *Aguirre v. Los Angeles Unified Sch. Dist.*, 461 F.3d 1114, 1121,  
21 1122 (9th Cir. 2006) (Pregerson, J., concurring) (“[T]he district court is not required to calculate  
22 a fee award by looking solely to the number of successful claims. That is, nothing in *Hensley*  
23 suggests that Aguirre is entitled to only 14.8% or 4/27 of the fee requested because she prevailed  
24 on only four of twenty seven claims. This is true because some claims may seek dramatic or more  
25 substantial relief, while others seek minor relief; the fee award must be calculated with careful  
26 consideration of the degree of success the prevailing party obtained”); *Robinson v. City of*  
27 *Edmond*, 160 F.3d 1275, 1283 (10th Cir. 1998) (“[W]hen a plaintiff achieves the principal goal  
28

1 of [his] lawsuit, lack of success on some of [his] interrelated claims may not be used as a basis for  
2 reducing the plaintiff’s fee award”).

3         Rather, courts must consider two issues in evaluating a party’s degree of success. *Webb*  
4 *v. Sloan*, 330 F.3d 1158, 1169 (9th Cir. 2003). The first step is to determine whether the  
5 prevailing party lost on claims that were unrelated to the claims on which it succeeded, since fees  
6 should not be awarded for hours spent on claims that were entirely distinct, unrelated, and  
7 unsuccessful. *Id.* Plaintiffs did not lose on unrelated claims. Although the first jury found they  
8 had not proven that Jiles interfered with their due process right to a familial relationship with their  
9 father, this claim was inextricably intertwined with plaintiffs’ claim that Jiles used excessive force  
10 resulting in their father’s death. Plaintiffs’ state law claims, which the court dismissed without  
11 analysis after plaintiffs filed a notice of non-opposition to defendants’ motion to dismiss, were also  
12 inextricably intertwined with the excessive force claim. Finally, plaintiffs did not lose the balance  
13 of their federal claims or their claims against other defendants, as they voluntarily dismissed these  
14 claims during the course of litigation. Neither the court nor the jury had an opportunity to pass  
15 on the merits of those claims, and the court notes that plaintiffs dismiss claims or defendants for  
16 a host of strategic reasons, and not simply because they have concluded the claims are not viable.  
17 Even if plaintiffs had lost on these aspects of their case, moreover, the remaining §§ 1983 and  
18 1985 claims arose from Jiles’ shooting of Don Richard and were inextricably intertwined with the  
19 excessive force claim as well.

20         Next, the court must consider whether the prevailing party “achieve[d] a level of success  
21 that makes the hours reasonably expended a satisfactory basis for making a fee award.” *Id.* As  
22 the Supreme Court has held, “[w]here a plaintiff has obtained excellent results, his attorney should  
23 recover a fully compensatory fee,” which “encompass[es] all hours reasonably expended on the  
24 litigation.” *Hensley*, 461 U.S. at 435. “The amount of damages a plaintiff recovers is certainly  
25 relevant to the amount of attorney’s fees to be awarded under § 1988. It is, however, only one  
26 of many factors that a court should consider in calculating an award of attorney’s fees. [The  
27 Supreme Court has] reject[ed] the proposition that fee awards under § 1988 should necessarily be  
28 proportionate to the amount of damages a civil rights plaintiff actually recovers.” *City of*

1 *Riverside v. Rivera*, 477 U.S. 561, 574 (1986). As the Ninth Circuit has noted, “*Rivera* tells us  
2 that there is no absolute requirement that attorneys’ fees in civil rights cases be proportionate to  
3 the damages awarded. Although the damage amount may be relevant, the correct standard is one  
4 of compensation for time reasonably expended.” *Thorne v. City of El Segundo*, 802 F.2d 1131,  
5 1143-44 (9th Cir. 1986).

6 Jiles argues that plaintiffs’ requested fee of \$953,750.60 is disproportionate to the \$200,000  
7 verdict in their favor.<sup>83</sup> The court, of course, has calculated a lower lodestar of \$807,228.50,  
8 making the differential between the verdict and the fee amount smaller.<sup>84</sup> The \$200,000 recovery,  
9 moreover, is not insignificant. The jury found that \$200,000 was sufficient to compensate  
10 plaintiffs, as Don Richard’s successors in interest, for his actual damages. The court believes this  
11 was an excellent result, most particularly because the damages were limited to Don Richard’s pain  
12 and suffering prior to death. Although the jury did not award punitive damages, this is because  
13 it could not reach a unanimous conclusion as to whether Jiles’ conduct was malicious, oppressive,  
14 or in reckless disregard for Don Richard’s rights.

15 As noted, moreover, plaintiffs’ measure of success is not based solely on the amount of  
16 their recovery. The jury’s verdict validates plaintiffs’ belief that Jiles’ conduct was  
17 unconstitutional, provides Don Richard’s family a measure of closure they would not otherwise  
18 have received, and provides guidance to Jiles and the San Bernardino Police Department about the  
19 limits of appropriate uses of deadly force, which benefits society at large. Finally, as the court  
20 has noted, the eyewitness accounts of what transpired were conflicting; the reaction of the first  
21 jury, which hung on the excessive force count, necessitated reconsideration of plaintiffs’ theory  
22 of the case, and reassessment of the evidence in light of the change in theory. Under the  
23 circumstances, the court believes \$200,000 was an excellent recovery. For all of these reasons,  
24 the court cannot accept Jiles’ argument that fees should be reduced to \$289,409.80 because they  
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26 <sup>83</sup>Opposition at 8.

27 <sup>84</sup>At the hearing, Jiles’ lawyer reiterated his argument that the differential between fees of  
28 \$800,000 or more and plaintiffs’ recovery was too large.

1 are disproportionate to plaintiffs' recovery.<sup>85</sup> See, e.g., *Rivera*, 477 U.S. at 576 (affirming a  
2 \$245,000 fee award in a case where plaintiff recovered \$33,000); *Jones v. County of Sacramento*,  
3 No. CIV S-09-1025 DAD, 2011 WL 3584332, \*17 (E.D. Cal. Aug. 12, 2011) (awarding  
4 \$273,622.50 in attorneys' fees in a § 1983 excessive force claim where plaintiffs recovered  
5 \$31,000 in compensatory and no punitive damages, declining to reduce award on the basis that  
6 the fees were disproportionate to the recovery, and stating "[t]he court is entirely unpersuaded by  
7 defendants proposed proportionality ratio [that because plaintiff recovered only 2% of what he  
8 asked the jury to award, he should be entitled to only 2% of the requested lodestar], which is  
9 blatantly inconsistent with Congress' purpose in enacting § 1988"); *Wheeler v. Coss*, No.  
10 3:06-cv-00717-RAM, 2010 WL 2628667, \*9 (D. Nev. June 28, 2010) (awarding fees of  
11 \$264,158.86 in a § 1983 unlawful arrest action where plaintiff obtained a \$50,000 settlement,  
12 stating that the recovery represented an "excellent result[ ]," and noting that the case "conferred  
13 a meaningful public benefit" because it "sen[t] a message to the City of Reno and its police  
14 department about the need to undertake proper investigation before placing a person under  
15 arrest"); *Oberfelder v. City of Petaluma*, No. C-98-1470 MHP, 2002 WL 472308, \*4 (N.D. Cal.  
16 Jan.29, 2002) (awarding \$940,593 in fees where plaintiff recovered \$100,000 at trial, declining  
17 to reduce award as disproportionate, and noting that "plaintiff received excellent results from  
18 counsel's work"). The court therefore awards counsel reasonable attorneys' fees of \$807,228.50.

19 **E. Whether the Court Should Award Counsel their Requested Costs**

20 Plaintiffs also request \$21,429.60 in costs.<sup>86</sup> Rule 54(d)(1) provides that costs "should be  
21 allowed to the prevailing party." FED.R.CIV.PROC. 54(d)(1). Plaintiffs have submitted a detailed  
22 breakdown of their request for \$14,104.60 in costs, together with photocopies of receipts and  
23 checks that support their application to the clerk to tax costs.<sup>87</sup> Although plaintiffs apparently seek  
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25 <sup>85</sup>*Id.* at 18. Although Jiles suggests this alternate amount, he does not explain how he  
26 arrived at this valuation.

27 <sup>86</sup>Motion at 20.

28 <sup>87</sup>Application to Clerk to Tax Costs, Docket No. 256 (Nov. 13, 2013).

1 to have the court award the amounts included in their taxable costs, their request for taxable costs  
2 will be heard by the Clerk’s designee in accordance with Local Rule 54-2.2, not by the court in  
3 this motion. Accordingly, to the extent plaintiffs ask that the court award taxable costs of  
4 \$14,104.60, the court denies the motion.

5 The remainder of the costs plaintiffs seek – \$7,325.00 – non-taxable expert witness fees.  
6 Specifically, plaintiffs seek \$6,500 that was paid to Roger Clark, their police practices expert, and  
7 \$825 that was paid to Vina Spiehler, a forensic toxicologist.<sup>88</sup> Plaintiffs have not submitted  
8 declarations by counsel or other supporting evidence demonstrating that they expended these  
9 amounts, and the court declines to provide them time to do so because the expert witness fees are  
10 not recoverable.

11 “It is well established that attorney’s fees under 42 U.S.C. § 1988 include reasonable out-  
12 of-pocket litigation expenses that would normally be charged to a fee paying client, even if the  
13 court cannot tax these expenses as ‘costs’ under 28 U.S.C. § 1920.” *Trustees of Construction*  
14 *Industry and Laborers Health and Welfare Trust v. Redland Insurance Co.*, 460 F.3d 1253, 1257  
15 (9th Cir. 2006). Expert witness fees, however, are not recoverable as costs under § 1988. In  
16 *West Virginia University Hospital Inc. v. Casey*, 499 U.S. 83, 102 (1991), the Supreme Court  
17 concluded that 42 U.S.C. § 1988 does not authorize the shifting of expert fees in civil rights cases  
18 to the losing party. As a result, prevailing parties cannot recover more than the witness fees  
19 authorized by § 1920 for experts who testified; they can recover nothing for the services of experts  
20 in a non-testimonial capacity. *Gates*, 987 F.2d at 1407 (“ In *Casey* the Court held that § 1988  
21 does not convey authority to shift expert fees in civil rights litigation to the losing party and that  
22 when experts appear at trial they are eligible for the fee provided by 28 U.S.C. §§ 1920 and 1821,  
23 but that the prevailing party may not be awarded more than this amount for expert witnesses’ trial  
24 testimony and is not entitled to anything for services rendered by experts in a nontestimonial  
25 capacity”).

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28 <sup>88</sup>Motion at 20.



1 After the Supreme Court’s decision in *Casey*, Congress amended § 1988 to provide for the  
2 recovery of expert fees in cases brought to enforce a provision of 42 U.S.C. § 1981 or 1981a.  
3 See 42 U.S.C. § 1988(c) (“In awarding an attorney’s fee under subsection (b) of this section in  
4 any action or proceeding to enforce a provision of section 1981 or 1981a of this title, the court,  
5 in its discretion, may include expert fees as part of the attorney’s fee”); *Landgraf v. USI Film*  
6 *Products*, 511 U.S. 244, 251 (1994) (noting, in the context of a § 1981 case, that Congress  
7 amended § 1988 to “respond[ ] to [*Casey*], by providing that an award of attorney’s fees may  
8 include expert fees”). Congress did not amend § 1988 to allow courts to award expert fees in all  
9 cases covered by § 1988(b), however. The amendment was limited only to cases arising under  
10 §§ 1981 or 1981a. In other types of cases, *Casey* is binding, and precludes awarding plaintiffs  
11 the expert fees they seek. See *Jones*, 2011 WL 3584332 at \*19 (“[A] plaintiff may not recover  
12 expert witness fees pursuant to § 1988”); *Mitchell Engineering v. City and County of San*  
13 *Francisco*, No. C 08–04022 SI, 2011 WL 1431511, \*8 (N.D. Cal. Apr. 14, 2011) (“The City  
14 points out, and . . . counsel concede, that plaintiff may not recover expert fees pursuant to Section  
15 1988”); *Ruff v. County of Kings*, 700 F.Supp.2d 1225, 1243 (E.D. Cal. 2010) (noting that the  
16 Supreme Court has held that § 1988 does not allow for the recovery of expert witness fees and that  
17 subsequent Congressional action did not change this for purposes of § 1983 litigation); *Agster v.*  
18 *Maricopa County*, 486 F.Supp.2d 1005, 1019 (D. Ariz. 2007) (because Congress did not amend  
19 § 1988 to permit reimbursement of expert fees in § 1983 cases, the *Casey* decision controls in such  
20 cases). As it appears that the entirety of the non-taxable costs plaintiffs seek to have the court  
21 award are expert witness fees, the court denies plaintiffs’ request to award costs.


### 22 23 III. CONCLUSION

24 For the reasons stated, the court awards counsel reasonable attorneys’ fees in the amount  
25 of \$807,228.50. It denies counsels’ request for costs. Counsels’ request for taxable costs will  
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1 be heard by the Clerk's designee. The court declines to award expert witness fees as non-taxable  
2 costs.

3  
4 DATED: March 10, 2014

  
MARGARET M. MORROW  
UNITED STATES DISTRICT JUDGE

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# **EXHIBIT**

**33**

**PRIORITY SEND**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES -- GENERAL

Case No. EDCV 12-00700 VAP (OPx)

Date: August 27, 2014

Title: WILLIAM F. HOWARD -v- COUNTY OF RIVERSIDE ET AL

=====

PRESENT: HONORABLE VIRGINIA A. PHILLIPS, U.S. DISTRICT JUDGE

Marva Dillard  
Courtroom Deputy

None Present  
Court Reporter

ATTORNEYS PRESENT FOR  
PLAINTIFFS:

ATTORNEYS PRESENT FOR  
DEFENDANTS:

None

None

PROCEEDINGS: MINUTE ORDER GRANTING IN PART DEFENDANT'S  
MOTION TO STAY JUDGMENT PENDING APPEAL AND  
GRANTING MOTION FOR ATTORNEY'S FEES (IN  
CHAMBERS)

On July 3, 2014, following a jury trial, the Court entered a Judgment in favor of Plaintiff William Howard and against Defendants Deputy Armando Munoz and the County of Riverside. Before the Court is Defendants' Motion to Stay Enforcement of Judgment Pending Appeal (Doc. No. 174) and Plaintiff's Motion for Attorney's Fees and Costs (Doc. No. 169). These matters came before the Court for a hearing on August 25, 2014. After considering the papers filed in support of, and in opposition to, the Motions, and the arguments advanced by counsel at the hearings, the Court GRANTS the Motion for Attorney's Fees and GRANTS IN PART the Motion to Stay Judgment Pending Appeal without Bond.

EDCV 12-00700 VAP (OPx)  
WILLIAM F. HOWARD v. COUNTY OF RIVERSIDE ET AL  
MINUTE ORDER of August 27, 2014

## I. BACKGROUND

On April 7, 2011, William H. Howard ("Plaintiff") was shot in the face by County of Riverside Sheriff Deputy Armando Munoz. Plaintiff brought an action against Deputy Munoz and the County of Riverside, alleging that Deputy Munoz used excessive and unreasonable force in violation of federal and state law and seeking damages for pain, suffering, and past and future medical costs. The issues of liability and damages were tried to a jury on June 3, 2014. On June 11, 2014, the jury returned a special verdict in favor of Plaintiff on his federal and state law claims and awarded him a total of \$7,810,000.00 in damages. ("Verdict") (Doc. No. 154.) Plaintiff elected the damages awarded to him on his federal claim, and a judgment in the sum of \$6,410,000.00 was entered in his favor on July 3, 2014. ("Judgment") (Doc. No. 168.) Defendants have appealed the Judgment to the Ninth Circuit Court of Appeals. (Notice of Appeal) (Doc. No. 176.)

On July 17, 2014, Plaintiff filed a Motion for Attorney's Fees and Costs pursuant to 42 U.S.C. section 1988. ("Atty's Fees Mot.") (Doc. No. 169.) On July 28, 2014, Defendants filed an Opposition ("Atty's Fees Opp'n") (Doc. No. 181) and evidence in support of their Opposition (Doc. No. 180). On August 11, 2014, Plaintiff filed his Reply and the Supplemental Declarations of Carol Sobel ("Supp. Sobel Decl.") (Doc. No. 188); Vicki Sarmiento ("Supp. Sarmiento Decl.") (Doc. No. 189); and Dale Galipo (Supp. Galipo Decl.") (Doc. No. 190).

On July 24, 2014, Defendants filed a Motion to Stay the Enforcement of Judgment Pending Appeal ("Stay Motion") (Doc. No. 174). Plaintiff filed an Opposition on August 4, 2014 ("Stay Opp'n") (Doc. No. 183), and Defendants filed their Reply on August 7, 2014 ("Stay Reply") (Doc. No. 186).

## II. LEGAL STANDARD

### A. Staying Enforcement of Judgment Pending Appeal

Pursuant to Federal Rule of Civil Procedure 62(d), "[i]f an appeal is taken, the appellant may obtain a stay by supersedeas bond. . . ." Fed. R. Civ. P. 62(d). The bond "may be given upon or after filing the notice of appeal or after obtaining the order allowing the appeal. The stay takes effect when the court approves the bond." Id. Filing the bond results in a stay as a matter of right. Id. A supersedeas bond "suspends a judgment creditor's power to levy execution, [usually] pending appeal,"

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Black's Law Dictionary 1479 (8th ed. 2004), while also ensuring the judgment creditor will be able to collect the judgment plus interest should the court of appeals affirm the judgment, Rachel v. Banana Republic, Inc., 831 F.2d 1503, 1505 n.1 (9th Cir. 1987). "District courts have inherent discretionary authority in setting supersedeas bonds. . . . The purpose of a supersedeas bond is to secure the appellees from a loss resulting from the stay of execution and a full supersedeas bond should therefore be required." Rachel, 831 F.2d at 1505 n.1 (citing Miami Int'l Realty Co. v. Paynter, 807 F.2d 871, 873 (10th Cir. 1986)).

### **B. Attorney's Fees Under 42 U.S.C. § 1988**

Fees in section 1983 cases are governed by 42 U.S.C. section 1988, which provides:

In any action or proceeding to enforce a provision of section[] . . . 1983 . . . the court, in its discretion, may allow the prevailing party . . . a reasonable attorney's fee as part of the costs . . . .

42 U.S.C. § 1988(b). "The purpose of § 1988 is to ensure effective access to the judicial process for persons with civil rights grievances." Hensley v. Eckerhart, 461 U.S. 424, 429 (1983) (quotation marks omitted). The analysis of attorney's fees is twofold. The Court first must determine whether or not the party seeking fees is the prevailing party. Fischer v. SJB-P.D., Inc., 214 F.3d 1115 (9th Cir. 2000); Chabner v. United of Omaha Life Ins. Co., 1999 WL 33227443 (N.D. Cal. 1999). A plaintiff is the prevailing party when the "resolution of the dispute . . . changes the legal relationship between itself and the defendant." Tex. State Teachers Ass'n v. Garland Indep. Sch. Dist., 489 U.S. 782, 792 (1989). In other words, "plaintiffs may be considered "prevailing parties" for attorney's fees purposes if they succeed on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit." Farrar v. Hobby, 506 U.S. 103, 109 (1992) (quoting Hensley, 461 U.S. at 433).

## **III. DISCUSSION**

### **A. Stay Enforcement of Judgment Pending Appeal**

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Defendants seek to stay enforcement of the Judgment pending appeal without posting a supersedeas bond. Plaintiff opposes Defendants' Motion to stay the judgment without a bond, and contends that the bond should be set at 125 percent of the damages award, or \$8,012,500.00.

### 1. Waiver of Bond

While filing a supersedeas bond allows a party to obtain a stay as a matter of right, "[t]he court also has discretion to stay execution of judgment pending appeal without requiring a bond," where the court finds that the appellee's interests are adequately protected. Acacia Research Corp. v. Nat'l Union Fire Ins. Co., 2008 WL 4381649, at \*2 (C.D. Cal. Sept. 9, 2008) (citing Am. Color Graphics, Inc. v. Travelers Prop. Cas. Ins. Co., 2007 WL 1520952, at \*1 (N.D. Cal. May 23, 2007)); see Townsend v. Holman Consulting Corp., 881 F.2d 788, 796 (9th Cir. 1989) ("[T]he district court has broad discretionary power to waive the bond requirement if it sees fit."), vacated on reh'g on other grounds, 929 F.2d 1358 (9th Cir. 1990) (en banc); Fed. Prescription Serv., Inc. v. Am. Pharm. Ass'n, 636 F.2d 755, 759-61 (D.C. Cir. 1980) (Rule 62 "in no way necessarily implies that filing a bond is the only way to obtain a stay").

The court may waive the bond requirement on several grounds: "(1) the complexity of the collection process; (2) the amount of time required to obtain a judgment after it is affirmed on appeal; (3) the degree of confidence that the district court has in the availability of funds to pay the judgment; (4) whether the defendant's ability to pay the judgment is so plain that the cost of a bond would be a waste of money; and (5) whether the defendant is in such a precarious financial position that the requirement to post a bond would place other creditors of the defendant in an insecure position." United States v. Boyce, 148 F. Supp. 2d 1069, 1096 (S.D. Cal. 2001) (citing Dillon v. City of Chicago, 866 F.2d 902, 904-05 (7th Cir. 1988) (internal citations and quotations omitted)).

Defendants argue that, although the Judgment was entered jointly and severally against Deputy Munoz and the County of Riverside, the County of Riverside is responsible for the entire amount of the Judgment pursuant to California Government Code section 825. Cal. Gov't Code § 825. The County argues that it has sufficient assets to pay the Judgment if it is affirmed on appeal, and requiring a

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bond would be a waste of money.

The County bears the burden of "objectively demonstrat[ing]" the reasons for departing from the usual requirement of a full superseadeas bond. Cotton ex rel. McClure v. City of Eureka, Cal., 860 F. Supp. 2d 999, 1028 (N.D. Cal. 2012). In support of its assertion that the County has sufficient resources to satisfy the Judgment, the County submits the declaration of the County of Riverside's Chief Executive Officer, Jay Orr. Orr states that County is not in any danger of filing for bankruptcy and the annual budget for 2014-2015 fiscal year is \$4.8 billion dollars. (Orr Decl. ¶¶ 1-2.) In addition, Jeff Ashworth, the County's Senior Liability Claims Adjustor, submitted a declaration detailing the payment process if the Judgment is affirmed. (Ashworth Decl. ¶ 6.) Ashworth states that if the Judgment is affirmed, he will submit a check request to the Auditor/Controller's office for payment of the amount of the Judgment, and then the Auditor/Controller will issue a check and return it to him. Plaintiff will then be required to provide a signed W-9 statement to comply with IRS regulations. (Id. ¶ 6.) In total, Ashworth estimates the process usually takes less than 30 days. (Id.)

As Plaintiff correctly asserts, the County has provided information about the County's assets without explaining its liabilities.<sup>1</sup> The County has not identified which section of the budget the Judgment will be paid from, or provided any assurance that the amount necessary to pay the judgment is available or kept as part of a specific fund. Ashworth states that the process of satisfying the judgment is accomplished by simply requesting a check from the auditor/comptroller, but neither Orr nor Ashworth give any information about which fund within the budget will pay the judgment, or how much money is available in that specific fund.

"Courts are generally reluctant to waive the bond requirement for

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<sup>1</sup>For example, the "Riverside County Budget Summary" attached to the Defendants' Reply states, in reference to the 2013-2014 fiscal year that, "of the \$4.7 billion total, the Board of Supervisors has direct control over revenue totaling \$590 million. The remainder of the budget is encumbered by state spending mandates and other commitments, such as bond payments." (Ex. 3 to Opp'n at 3.)



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governmental entities unless funds are readily available and an effective procedure is in place for paying the judgment." Wilmer v. Bd. of Cnty. Comm'rs of Leavenworth Cnty., Kan., 844 F. Supp. 1414, 1419 (D. Kan. 1993). Courts have waived the bond requirement for governmental entities when the entity has specifically allocated and identified funds that will be available to pay a judgment. See Lightfoot v. Walker, 797 F.2d 505, 507 (7th Cir. 1986) (noting the Rule 62(e), which entitles the federal government to stay execution pending appeal without bond, is appropriate because all judgments against the United States are paid out of a specific "Judgments Fund"); Contract Design Grp., Inc. v. Wayne State Univ., 2014 WL 2892513, at \*2 (E.D. Mich. June 25, 2014) (no bond required when University received funding from the state of Michigan legislature and identified \$183.5 million in unrestricted net assets that could satisfy the judgment of \$550,000); Johnson v. City of Memphis, 2013 WL 2404042, at \*1 (W.D. Tenn. May 31, 2013) (no bond necessary because City of Memphis maintains a "General Fund for, *inter alia*, the purpose of satisfying money judgments"); McCaughey v. City of Blue Ash, 2009 WL 4280266, at \*1-2 (S.D. Ohio Nov. 25, 2009) (no bond necessary where city represented it had already set aside funds to pay \$526,430.42 judgment). Courts have not permitted waiver when funds are not reserved specifically for the payment of the judgment. See Order Re: Motion for Stay of Execution of Judgment and Waive of Posting Supersedeas Bond, Contreras v. City of Los Angeles, Case No. 2:11-cv-1480-SVW-SH (May 20, 2013, C.D. Cal.) ("Contreras") (City of Los Angeles not entitled to bond waiver when it merely identified the amount available in reserve fund without reporting deficits or providing assurance the sufficient funds were set aside for the judgment).

Furthermore, the amount of the judgment in this case, \$6,410,000.00, is much larger than the judgments in cases where courts have found that simply identifying the government entity's resources was a sufficient guarantee the judgment would be paid. Fialka-Feldman v. Oakland Univ. Bd. of Trs., 2010 U.S. Dist. LEXIS 92581 (E.D. Mich. Sept. 7, 2010) (Oakland University received funding from state and had sufficient resources to pay \$101,676.00 judgment); Reese v. Mich. Dep't of Corr., 2011 U.S. Dist. LEXIS 21545 (E.D. Mich. Mar. 3, 2011) (state of Michigan's ability to pay \$50,000.00 judgment "beyond dispute.").

In Reply, the County submits the Declaration of James Sessions, the County

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of Riverside's Risk Manager, who states that the majority of the judgment will be covered through "CSAC-Excess Insurance Authority," which is an insurance pool and group purchase program that currently insures most of the counties, cities, schools, and districts in the State of California. (Sessions Decl. ¶ 3.) The County is self-insured for the first million dollars of defense costs and the payment of any judgment against it. Sessions states that CSAC purchased excess insurance for this action from Ironshore Insurance Company, which will be responsible for the amount of judgment in excess of one million dollars. (Sessions Decl. ¶ 4.) As Vice-President of the CSAC Executive Committee, Sessions states that he can attest that CSAC is financial stable. (Sessions Decl. ¶ 3.) In addition, Sessions submits A.M. Best's A:14 rating of Ironshore. (Sessions Decl. ¶ 4.)

In Cotton, the City of Eureka submitted declarations from representatives of its insurance company stating that there were no coverage issues in regard to the Judgment and thus the insurance would provide sufficient funds to pay the judgment. The United States District Court for the Northern District of California found these declarations were not sufficient proof of the City's ability to pay any judgment because the insurance representatives did not state their respective funds would "unconditionally satisfy the judgment." 860 F. Supp. 2d at 1028.

Here, the Risk Manager for the County of Riverside stated that Ironshore will cover the costs of any judgment. The County has not provided any declarations from Ironshore, or any other evidence, such as the policy limits, that supports Sessions' assertion that there is insurance coverage and that coverage would "unconditionally satisfy the judgment." See Cotton, 860 F. Supp. 2d at 1028; Cf. Barachkov v. Davis, 2013 WL 2149104, at \*9 (E.D. Mich. May 16, 2013) (Affidavit from insurance company admitting liability and promising to pay judgment on appeal sufficient to waive bond).<sup>2</sup> The County has not met its burden of demonstrating that

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<sup>2</sup>At the hearing the County indicated it was willing to provide a declaration from Ironshore regarding its liability and willingness to pay the amount the amount of the  
(continued...)

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waiver of the supersedeas bond requirement is appropriate.

## 2. Amount of the Bond

Plaintiff seeks a bond in the sum of 125 percent of the trial judgment, which amounts to \$8,012,500.00. Plaintiff seeks this amount in order to account for interest on the judgment and attorney's fees and costs. Defendants argue that, if a bond is required, it should be calculated based on an interest rate of .11 percent per year for two years, which is the average amount of time the Ninth Circuit takes to resolve an appeal. Under Defendant's calculation the bond would be set at \$6,424,102.00.

The purpose of a supersedeas bond is to secure the appellees from a loss resulting from the stay of execution. Rachel, 831 F.2d at 1505 n.1. Rule 62(d) is silent as to the amount appropriate for a supersedeas bond pending appeal and the Court has discretionary authority to set the amount of the bond. "Although practices vary among judges, a bond of 1.25 to 1.5 times the judgment is typically required." Cotton, 860 F. Supp. 2d at 1029 (quoting Christopher A. Goelz & Meredith J. Watts, California Practice Guide: Ninth Circuit Civil Appellate Practice ¶ 1:168 (2011)).

Defendant has cited no case law in support of its calculation of the amount of the supersedeas bond. Plaintiff has cited to one recent civil rights cases in the

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<sup>2</sup>(...continued)

judgment in excess of \$1,000,000.00 if it is affirmed on appeal. First, the Court notes that the issue of insurance was improperly raised for the first time on Reply. Second, the Court it is not required to consider new evidence submitted after the hearing, especially when that evidence could have been obtained at the time the motion was filed. It is clear under existing case law, including the cases cited by the Defendants in their Motion, that the declarations submitted in support of their Motion were insufficient to justify waiver of a supersedeas bond. Defendants initial failure to include the appropriate declarations in support of their Motion is not a reason to afford Defendants a second opportunity to submit sufficient evidence.

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Central District of California where the court set the supersedeas bond at 125 percent of the amount of the total judgment. See Contreras at 7. In Contreras, the City of Los Angeles was required to post bond of \$8,283,612.88, which was 125 percent of the \$6,626,890.30 judgment, in order to stay execution of the judgment. Id. Similarly, in Cotton, the court ordered the City of Eureka to post a bond of \$5,718,750.00, which was 125 percent of the judgment entered in a civil rights action. Accordingly, the Court finds that a bond in the amount of 125 percent of the judgment, which is \$8,012,500.00, is appropriate.

**B. Attorney's Fees Under 42 U.S.C. § 1988**

Plaintiff was the prevailing party at trial. The jury found that Deputy Munoz used excessive and unreasonable force against Plaintiff and awarded Plaintiff \$7,810,000.00 in damages. After electing damages for his federal excessive force claim, a Judgment was entered in Plaintiff's favor for \$6,410,000.00. Defendants agree Plaintiff is entitled to reasonable attorney's fees, but objects to the costs, hourly rate, and number of hours requested.

"In determining a reasonable attorney's fee, the district court's first step is to calculate a 'lodestar' by multiplying the number of hours it finds the prevailing party expended on the litigation by a reasonable hourly rate." McGrath v. County of Nevada, 67 F.3d 248, 252 (9th Cir. 1995) (citing Hensley, 461 U.S. at 433). The Court then decides whether to increase or decrease the lodestar amount by evaluating the factors enunciated in Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th Cir. 1975), cert. denied, 425 U.S. 951 (1976). The Kerr factors are: time and labor required; the novelty and difficulty of the questions involved; the skill needed to perform the legal service properly; the preclusion of other employment by the attorney due to acceptance of the case; the customary fee, whether the fee is fixed or contingent; time limitations imposed by the client or the circumstances; the amount involved and the results obtained; the experience, reputation, and ability of the attorney; the "undesirability" of the case; the nature and length of the professional relationship with the client; and awards in similar cases. Id.

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Plaintiff's counsel Vicki Sarmiento seeks \$320,040.00 in fees based on an hourly rate of \$600 per hour and a total of 533.4 hours; Dale Galipo seeks \$419,120.00 in fees based on an hourly rate of \$800 per hour and a total of 523.9 hours. Defendants object that (1) the hourly rates requested are too high; (2) fees should not be awarded for duplicative work, generic "trial preparation", or hours that did not contribute to the verdict; and (3) the hours claimed are excessive.

**1. Reasonable Hourly Rate**

"The hourly rate for successful civil rights attorneys is to be calculated by considering certain factors, including the novelty and difficulty of the issues, the skill required to try the case, whether or not the fee is contingent, the experience held by counsel and fee awards in similar cases." Moreno v. City of Sacramento, 534 F.3d 1106, 1114 (9th Cir. 2008). In addition, the court is guided by "the rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation." Trevino v. Gates, 99 F.3d 911, 925 (9th Cir. 1996).

In support of their requested hourly rates, Ms. Sarmiento and Mr. Galipo submit declarations detailing their skills as civil rights attorneys and past fee awards they have received.<sup>3</sup> They also submit numerous declarations from accomplished civil rights attorneys in the Los Angeles area - Paul Hoffman, John Burton, Jorge Gonzalez, and Carol Sobel - who attest that the rates requested by Sarmiento and Galipo are reasonable.<sup>4</sup>

In Opposition, Defendants argue that the hourly rates requested are too high.

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<sup>3</sup>Declaration of Plaintiff's attorney Vicki I. Sarmiento ("Sarmiento Decl.") (Doc. No. 170) and Declaration of Plaintiff's attorney Dale Galipo ("Galipo Decl.") (Doc. No. 171).

<sup>4</sup>Declarations of Carol Sobel ("Sobel Decl.") (Doc. No. 170-2); Jorge Gonzalez ("Gonzalez Decl.") (Doc. No. 170-3); Paul Hoffman ("Hoffman Decl.") (Doc. No. 171-1); and John Burton ("Burton Decl.") (Doc. No. 171-2).

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In support of their Opposition they submit the declarations of several attorneys who practice in the Inland Empire, including the attorneys hired to defend the County in this action. All of these attorneys bill at hourly rates that are lower than the rates requested by Plaintiff and range from \$165.00 per hour to \$400.00 per hour.<sup>5</sup> As Plaintiff correctly points out in Reply, except for Andrew Roth, all of the declarations were submitted by attorneys who do not practice in the area of civil rights litigation. The Roth Declaration submitted is a copy of a Declaration submitted in support of Roth's 2011 motion for attorney's fees in an employment action, in which he requested an hourly rate of \$400.00 per hour. (Roth Decl. ¶ 5.) Thus, although the Court has considered the rates charged by Mr. Roth, the Court notes that the declaration submitted does not relate to fees charged for work in a civil rights action.

In regard to the rates charged by defense counsel, the Ninth Circuit has stated that "private attorneys hired by a government entity to defend excessive force cases are not in the same legal market as private plaintiff's attorneys who litigate civil rights cases." Trevino, 99 F.3d at 925. Accordingly, the Court may not consider the compensation of the defense attorneys in this case when determining the reasonable hourly rates for Plaintiff's counsel.

Mr. Galipo is an extremely accomplished and successful civil rights attorney. He has managed his own law firm since 1991, and has tried in excess of two hundred civil cases through verdict. (Galipo Decl. ¶¶ 8, 9.) Mr. Galipo specializes in police misconduct civil rights litigation and been counsel on numerous civil rights cases that resulted in multi-million dollar plaintiff's verdicts. (Id. ¶ 10.) In support of Mr. Galipo's fee request, Paul Hoffman, a partner at Schonbrun DeSimone Seplow Harris & Hoffman LLP, states that "there is no other attorney in our community who has had the level of success in police misconduct litigation in terms of large verdicts that Mr. Galipo has." (Hoffman Decl. ¶ 4.) In 2006 and 2007 this Court awarded Mr. Galipo an hourly rate of \$500.00 per hour for his work on two different civil rights

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<sup>5</sup>Declarations of Andrew Roth ("Roth Decl."); Dennis Stout ("Stout Decl."); Mark Gunn ("Gunn Decl."); Jeffrey Raynes ("Raynes Decl."); and Jeremy Hanson ("Hanson Decl.")(Doc. No. 180).



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cases.<sup>6</sup> Since 2007 the hourly rates awarded to Mr. Galipo by courts in the Central District have ranged from \$675.00 to \$800.00.<sup>7</sup> Notably, Mr. Galipo was awarded an hourly rate of \$800.00 per hour in two recent civil rights cases in the Central District. See R.S. v. City of Long Beach, SACV11-536 AG (RNBx) (C.D. Cal. Jan. 31, 2014); Sanchez et al v. County of San Bernardino, CV10-9384 MMM (OPx) (C.D. Cal. March 10, 2014). Considering the rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation, the Court finds a reasonable hourly rate for Mr. Galipo is \$800.00 per hour.

Ms. Sarmiento is also an accomplished civil rights attorney. She has been in private practice since 1991 and specializes in major personal injury and civil rights police misconduct cases. (Sarmiento Decl. ¶ 5.) Several local civil rights attorneys submitted declarations attesting to Ms. Sarmiento's skill and experience. Ms. Sarmiento was recently awarded an hourly rate of \$500.00 per hour in a civil rights case in Los Angeles Superior Court. (Id. ¶ 8.) Considering the rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation, the Court finds a reasonable hourly rate for Ms. Sarmiento is \$550 per hour.

## 2. Reasonable Hours

The Court has reviewed each and every billing entry in Plaintiff's fee request. The Court has reduced the fees requested by Plaintiff for tasks (1) on which excessive time was spent, (2) unnecessary, excessive, or duplicative entries, (3)

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<sup>6</sup>Ingram v. City of San Bernardino, No. EDCV 05-925-VAP (SGLx), 2007 WL 5030225 (C.D. Cal. Aug. 27, 2007) (hourly rate of \$500 for Galipo); Adams v. City of Rialto, Nos. EDCV 04-155-VAP (SGLx), EDCV 04-1032 VAP, 2006 WL 7090890 (C.D. Cal. July 20, 2006) (same).

<sup>7</sup>Contreras v. City of Angeles, No. 2:11-cv-1480-SVW-SH, 2013 WL 1296763 (C.D. Cal. Mar. 28, 2013) (\$675 per hour); P.C. v. City of Los Angeles, No. CV 07-6495 PLA (C.D. Cal. Sept. 14, 2012) (\$700 per hour).



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time charged for clerical or secretarial tasks. The Court notes that Plaintiff's counsel voluntarily eliminated time spent on administrative or semi-clerical tasks, inter-office communication, some communication between co-counsel, and miscellaneous discovery matters, and thus the Court's reductions are minimal. (Atty's Fee Mot. at 12.) In addition, Plaintiff does not seek fees for any paralegal assistance and does not seek a multiplier, and has withdrawn his request for witness costs on Reply.

Defendants argue that Plaintiff should not receive compensation for hours related to claims on behalf of Plaintiff's father and son that were dismissed and claims against Sergeant Wedertz that were dismissed shortly before trial. The Court agrees that the hours related to the potential claims by Plaintiff's father and son are not sufficiently related to the ultimate litigation in which Plaintiff prevailed to justify an award of fees, and has reduced the hours requested accordingly. The time spent related to the claims against Sergeant Wedertz, including the motion for summary judgment, were in furtherance of the litigation in which Plaintiff prevailed and contributed to Plaintiff's success at trial. Accordingly, a reduction of those hours is not warranted.

Defendants also argue that counsels' hours should be reduced to account for round numbers, and that it is "impossible that all tasks just happened to take whole hours or half hours to complete." (Atty's Fees Opp'n at 12.) The Court has reviewed the billing records of Plaintiff's counsel and notes there are numerous records that are not in whole or half-hour increments. It appears that Plaintiff's counsel do indeed bill in tenth of hour increments, and therefore a reduction on this basis is not justified.

Defendants further argue that there is "huge duplication" in the billing records, including entries for both Ms. Sarmiento and Mr. Galipo to analyze all the reports, statements, and trial documents. (Atty's Fees Opp'n at 13.) In their supplemental declarations, Plaintiff's counsel explain that Ms. Sarmiento took the lead in drafting all the pleadings, motions, and pretrial documents, propounding and responding to written discovery, and consulting with experts. (Sarmiento Supp. Decl. ¶ 2.) Mr.

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Galipo was lead trial counsel, but reviewed pretrial documents and motions in order to offer his input and familiarize himself with the case. (Galipo Supp. Decl. ¶ 5; Sarmiento Supp. Decl. ¶ 2.) Aside from Deputy Munoz, Ms. Sarmiento voluntarily eliminated hours she spent attending depositions taken by Mr. Galipo. (Sarmiento Supp. Decl. ¶ 3.) Accordingly, any duplication of efforts in this regard were reasonable and necessary and a reduction of hours on this basis is not justified.

Finally, Defendants object to Mr. Galipo's entries for generic "trial preparation," which add up to a total of 241.5 hours, or almost half of the total hours he listed for this case. Mr. Galipo's billing sheet describes "trial preparation" as including:

Outlining examination for all witnesses while reviewing reports, statements, photos, medical records, expert reports, officer's depositions, expert report and deposition testimony, preparing Voir Dire, Opening Statement, Closing Argument, Direct Examination, Cross Examination, and Rebuttal Arguments. Trial Preparation also includes reviewing Pre-Trial Documents, Exhibits, Jury Instructions, Witness Lists, Motions in Limine, and Verdict Form, etc.

(Ex. A to Galipo Decl. at 5.) Mr. Galipo's billing records do not specifically describe the particular tasks within his definition of "trial preparation" that are associated with each individual billing entry.

Plaintiff's counsel bears the burden of establishing entitlement to an attorney's fee award and "documenting the appropriate hours expended and hourly rates." Hensley v. Eckerhart, 461 U.S. 424, 437 (1983). The Court maintains discretion to reduce the number of hours requested where an attorney's block billing makes it difficult to identify whether the hours were reasonably expended. See Welch v. Metro. Life Ins. Co., 480 F.3d 942, 948 (9th Cir. 2007) ("We do not quarrel with the district court's authority to reduce hours that are billed in block format. The fee applicant bears the burden of documenting the appropriate hours expended in the litigation and must submit evidence in support of those hours worked."); R.S., et al,

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SACV11-536 AG (RNBx) at 28 (reducing Galipo's "trial preparation" hours by 20 percent based on block billing).

The trial court, due to its familiarity with the case, is in the best position to evaluate the reasonableness of the hours requested. Moreno, 534 F.3d 1106, 1116 (9th Cir. 2008). The time Mr. Galipo spent preparing for trial was reflected in the organized manner of counsel's trial presentation and his familiarity with the facts and complex legal issues of the case. In addition, the Court notes that throughout the trial Defendants were represented by three senior attorneys, who also had the assistance of a paralegal. Meanwhile Mr. Galipo and Ms. Sarmiento handled Plaintiff's case entirely on their own. Accordingly, the time spent on trial preparation was not excessive. In light of the lack of specificity in Mr. Galipo's billing for "trial preparation", the Court reduces the hours he spent dedicated to "trial preparation" by 5 percent, or 12.08 hours.

In addition, Plaintiff is entitled to attorney's fees for the time spent establishing his right to attorney's fees. Clark v. City of Los Angeles, 803 F.2d 987, 992 (9th Cir. 1986). Ms. Sarmiento submitted billing records documenting the time spent preparing this Motion and requests an award for an additional 18.5 hours. This is a reasonable amount of time to spend in relation to the Attorney's Fees Motion, and the Court has added these hours to its calculation.

In conclusion, the "presumptively reasonable" lodestar amounts for Plaintiff's counsel are as follows. See Jordan, 815 F.2d at 1262. The Court sees no reason to depart from the lodestar amount.

Attorney	Hourly Rate	Hours	Lodestar
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Galipo	\$800.00	498.4 <sup>8</sup>	\$398,720.00
Sarmiento	\$550.00	499.4 <sup>9</sup>	\$274,670.00
<b>Total</b>		997.82	\$673,390.00

Plaintiff is also entitled to his reasonable out of pocket expenses of \$12,796.14.<sup>10</sup> The total award of attorney's fees and costs is \$686,186.14.

#### IV. CONCLUSION

For the foregoing reasons, the Court GRANTS IN PART Defendants' Motion to Stay the Judgment Pending Appeal, and orders Defendant County of Riverside post a bond of \$8,012,500.00. The Court GRANTS Plaintiff's Motion for Attorney's Fees and Costs, and awards fees in the amount of \$673,390.00 and costs in the amount of \$12,796.14.

**IT IS SO ORDERED.**

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<sup>8</sup>521.9 - 12.08 (5% block billing reduction) - 11.4 (father/son claim) = 498.4.

<sup>9</sup>525.4 - 44.4 (father/son claim) + 18.5 (attorney's fee motion) = 499.5.

<sup>10</sup>As noted earlier, Plaintiff withdrew his request for expert witness fees of \$45,670.18 in his Reply.

# **EXHIBIT**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARK WILLITS, JUDY GRIFFIN,  
BRENT PILGREEN, and  
COMMUNITIES ACTIVELY LIVING  
INDEPENDENT & FREE (“CALIF”),  
on behalf of themselves and all others  
similarly situated,  
  
Plaintiffs,  
  
vs.  
  
CITY OF LOS ANGELES, a public  
entity,  
  
Defendant.

Case No.: CV 10-5782 CBM (RZx)  
  
**ORDER GRANTING MOTION FOR  
ATTORNEYS’ FEES AND COSTS**

The matter before the Court is Plaintiffs’ unopposed Motion For Attorneys’ Fees and Costs brought pursuant to Fed. Rule of Civ. Proc. 23(h) (the “Motion”). (Dkt. No. 380.)

**I. PROCEDURAL AND FACTUAL OVERVIEW**

On August 4, 2010, Plaintiffs Mark Willits, Judy Griffin, Brent Pilgreen, and Communities Actively Living Independent and Free (“CALIF”) (collectively, “Named Plaintiffs”) filed a class action lawsuit on behalf of persons with mobility disabilities against the City of Los Angeles (the “City”) and various individual defendants based on the alleged inaccessibility of the City’s sidewalks and other

1 “pedestrian rights of way.” The Complaint asserted two federal claims under the  
2 American with Disabilities Act (the “ADA”) and Section 504 of the Rehabilitation  
3 Act of 1973 (“Rehabilitation Act” or “Section 504”), and four state law claims.

4 **A. State Court Actions**

5 In December 2006, Sandra Carter and nine other individuals filed a class  
6 action complaint in state court against the City alleging disability discrimination in  
7 connection with the City’s sidewalks. (Los Angeles Superior Court Case No.  
8 BC363305.) In December 2007, Nicole Fahmie commenced a class action  
9 against the City in state court based on, among other things, lack of ramps or  
10 cutouts on the City’s curbs. (Los Angeles Superior Court Case No. BC381773.)  
11 *Carter* and *Fahmie* (collectively, “*Carter/Fahmie*”) were consolidated on January  
12 27, 2011 under Case No. BC363305.<sup>1</sup>

13 Victor Pineda, Anatoli Ilyashov, and CALIF commenced a state court class  
14 action against the City and various individual defendants in December 2008 on  
15 behalf of persons with mobility disabilities who have been denied access to  
16 pedestrian rights of way in the City. (Los Angeles Superior Court Case No.  
17 BC403327, hereinafter “*Pineda*”.)

18 **B. Procedural History**

19 On December 10, 2010, the Court denied defendants’ motion to stay  
20 proceedings pending *Pineda*, but dismissed the state law claims without prejudice  
21 “to be pursued in state court.”<sup>2</sup> (Dkt. No. 57.) The Named Plaintiffs commenced  
22 a state court action against the City following this Court’s dismissal of their state  
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25 <sup>1</sup> A settlement was reached in 2011 in *Carter/Fahmie*. Although the Named  
26 Plaintiffs objected to the *Carter/Fahmie* class action settlement, the settlement  
27 was approved by the Superior Court in 2012. The Named Plaintiffs appealed the  
28 Superior Court’s approval of the *Carter/Fahmie* settlement, and the California  
Court of Appeal reversed the Superior Court order certifying the settlement class  
and approving the settlement based on due process grounds. *Carter v. City of Los  
Angeles*, 224 Cal. App. 4th 808 (Cal. Ct. App. 2014).

<sup>2</sup> The Court also dismissed the individual defendants on that date. (Dkt. No. 57.)



1 law claims. (Case No. BC457403, hereinafter “*Griffin*”).<sup>3</sup>

2 The Court granted Plaintiffs’ motion for class certification for injunctive  
3 and declaratory relief only on January 3, 2011, and appointed Schneider Wallace  
4 Cottrell Konecky Wotkyns LLP (“SWCKW”), Disability Rights Legal Center  
5 (“DRLC”), Goldstein, Borgen, Dardarian & Ho (“GBDH”), and the Legal Aid  
6 Society – Employment Law Center (“LAS-ELC”) as Class Counsel. (Dkt. Nos.  
7 59, 177.)

8 Defendants filed a motion for judgment on the pleadings based on the  
9 purported res judicata effect of the State Court Actions, which was denied as  
10 premature by this Court on August 10, 2012. (Dkt. No. 150.)

11 The Court granted preliminary and final approval of the parties’ class action  
12 settlement agreement in this case (the “Settlement Agreement”).

13 Plaintiffs’ instant Motion seeks \$13,300,000 in attorneys’ fees and  
14 \$1,700,000 in costs expended in connection with this litigation and the State Court  
15 Actions.<sup>4</sup>

## 16 II. STATEMENT OF THE LAW

17 Federal Rule of Civil Procedure Rule 23(h) provides that “[i]n a certified  
18 class action, the court may award attorney’s fees and nontaxable costs that are  
19 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h).

20 In “civil rights and other injunctive relief class actions, courts often use a  
21 lodestar calculation because there is no way to gauge the net value of the  
22 settlement or any percentage thereof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
23 1029 (9th Cir. 1998). In determining the amount of a reasonable fee, the Court  
24 first determines “the number of hours reasonably expended on the litigation  
25 multiplied by a reasonable hourly rate.” *Jankey*, 537 F.3d at 1132 (citing *Hensley*

26 <sup>3</sup> *Carter/Fahmie, Pineda, and Griffin* shall be collectively referred to herein as the  
27 “State Court Actions.”

28 <sup>4</sup> Currently pending before the Clerk is Plaintiffs’ application to tax costs. (Dkt.  
No. 377.)

1 v. *Eckerhart*, 461 U.S. 424, 433-34 (1983)). “The hours expended and the rate  
2 should be supported by adequate documentation and other evidence.” *Hanlon*,  
3 150 F.3d at 1029. The Court then “exclude[s] from th[e] initial fee calculation  
4 hours that were not reasonably expended,” such as hours that are “excessive,  
5 redundant, or otherwise unnecessary.” *Jankey*, 537 F.3d at 1132 (citing *Hensley v.*  
6 *Eckerhart*, 461 U.S. 424, 433-34 (1983)). The Court, however, must provide a  
7 “comprehensible” explanation for any fee reductions. *T.B. ex rel. Brenneise v.*  
8 *San Diego Unified Sch. Dist.*, 806 F.3d 451, 486 (9th Cir. 2015), *cert. denied sub*  
9 *nom. San Diego Unified Sch. Dist. v. T.B.*, 136 S. Ct. 1679 (2016).

### 10 III. DISCUSSION

#### 11 A. Prevailing Party

12 The Court finds Plaintiffs are entitled to reasonable fees and costs as a  
13 prevailing party under the ADA and Section 504. *See* 42 U.S.C. § 12205; 29  
14 U.S.C. § 794a(b); *Jankey v. Poop Deck*, 537 F.3d 1122, 1130 (9th Cir. 2008); *La*  
15 *Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083,  
16 1089 (9th Cir. 2010).<sup>5</sup>

#### 17 B. Lodestar

##### 18 a. Hourly Rates

19 The Court finds, based on the evidence submitted, that the following hourly  
20 rates are reasonable:<sup>6</sup>

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22 <sup>5</sup> The Court declined to exercise supplemental jurisdiction over Plaintiffs’ state  
23 law claims and dismissed those claims without prejudice. Accordingly, Plaintiffs  
24 are not entitled to fees and costs as a prevailing party under state law, and are not  
25 entitled to a state-law multiplier of the lodestar. *See Chaudhry v. City of Los*  
26 *Angeles*, 751 F.3d 1096, 1112 (9th Cir.), *cert. denied sub nom. City of Los*  
*Angeles, Cal. v. Chaudhry*, 135 S. Ct. 295 (2014); *Mangold v. Cal. Pub. Utilities*  
*Comm’n*, 67 F.3d 1470, 1478 (9th Cir. 1995); *City of San Jose v. San Jose Police*  
*Officers’ Ass’n*, 2013 WL 4806453, at \*3 (N.D. Cal. Sept. 9, 2013); *Yates v.*  
*Union Square*, 2008 WL 346418, at \*4 (N.D. Cal. Feb. 7, 2008).

27 <sup>6</sup> *See Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *United Steelworkers of Am.*  
28 *v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990); *Camacho v. Bridgeport*  
*Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008).

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<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
Guy Wallace	Attorney	\$750
Mark Johnson	Attorney	\$700
Andrew Lee	Attorney	\$525
Jennifer Uhrowczik	Attorney	\$450
Kiran Prasad	Attorney	\$450
Michelle Nguyen	Attorney	\$300
Katharine White	Attorney	\$300
Amanda Riley	Attorney	\$300
Chris Springer	Paralegal/Law Clerk	\$235
Charles Greenlee	Paralegal/Law Clerk	\$200
Scott Gordon	Paralegal/Law Clerk	\$200
Sam Marks	Paralegal/Law Clerk	\$200
David A. Borgen	Attorney	\$795
Linda Dardarian	Attorney	\$775
Andrew Lee	Attorney	\$550
Jason Tarricone	Attorney	\$525
Katrina Eiland	Attorney	\$400
Nancy Hanna	Attorney	\$375
Raymond Wendell	Attorney	\$325
Scott G. Grimes	Paralegal/Law Clerk	\$250
Elizabeth Kramer	Paralegal/Law Clerk	\$250
Damon Valdez	Paralegal/Law Clerk	\$225
Wendy E. Whitt	Paralegal/Law Clerk	\$225
Charlotte Nguyen	Paralegal/Law Clerk	\$195
Stuart Kirkpatrick	Paralegal/Law Clerk	\$195
Jinny Kim	Attorney	\$644
Rachael Langston	Attorney	\$473
Alexis Alvarez	Attorney	\$385
Mary Broughton	Paralegal/Law Clerk	\$165

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Michael Hsueh	Paralegal/Law Clerk	\$110
Shawna Parks	Attorney	\$695
Ronald Elsberry	Attorney	\$680
Surisa E. Rivers	Attorney	\$550
Trevor Finneman	Attorney	\$375
Law Clerk	Law Clerk	\$230
Shawna L Parks	Attorney	\$695
José R. Allen, Esq.	Attorney	\$1,115.60

**b. Hours Worked**

Based on the evidence submitted, the Court finds the following hours were reasonably expended:

<i>Willits</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	2,902.5	\$2,176,875.00
Mark Johnson	\$700	1,922.4	\$1,345,680
Andrew Lee	\$525	1,034.7	\$543,217.50
Jennifer Uhrowczik	\$450	331.4	\$149,130.00
Kiran Prasad	\$450	272.2	\$122,490.00
Michelle Nguyen	\$300	101.3	\$30,390.00
Katharine White	\$300	76.0	\$22,800.00
Amanda Riley	\$300	217.7	\$65,310.00
Chris Springer	\$235	277.5	\$65,212.50
Charles Greenlee	\$200	534.1	\$106,820.00

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Scott Gordon	\$200	100.1	\$20,020.00
Sam Marks	\$200	1,026.7	\$205,340.00
David A. Borgen	\$795	113.8	\$90,471.00
Linda Dardarian	\$775	1,276.1	\$988,977.50
Andrew Lee	\$550	576.3	\$316,965.00
Jason Tarricone	\$525	278.0	\$145,950.00
Katrina Eiland	\$400	207.3	\$82,920.00
Nancy Hanna	\$375	44.4	\$16,650.00
Raymond Wendell	\$325	133.7	\$43,452.50
Scott G. Grimes	\$250	372.2	\$93,050.00
Elizabeth Kramer	\$250	63.3	\$15,825.00
Damon Valdez	\$225	946.4	\$212,940.00
Wendy E. Whitt	\$225	329.3	\$74,092.50
Charlotte Nguyen	\$195	100.3	\$19,588.50
Stuart Kirkpatrick	\$195	178.5	\$34,807.50
Jinny Kim	\$644	859.4	\$553,453.60
Rachael Langston	\$473	180.2	\$85,234.60
Alexis Alvarez	\$385	28.6	\$11,011.00

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Mary Broughton	\$165	567.9	\$93,703.50
Michael Hsueh	\$110	77.4	\$8,514.00
Shawna Parks (DRLC) <sup>7</sup>	\$695	101.9	\$70,820.50
Ronald Elsberry	\$680	63.7	\$43,316.00
Surisa E. Rivers	\$550	810.6	\$445,830.00
Trevor Finneman	\$375	112.9	\$42,337.50
Unnamed Law Clerk	\$230	149.3	\$34,339.00
Shawna L Parks	\$695	15.2	\$10,564.00
José R. Allen, Esq.	\$1,115.60	560.2	\$624,962.12
<b>TOTAL</b>			<b>\$9,013,060.32</b>

<i>Carter/Fahmie</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	499.7	\$374,775.00
Mark Johnson	\$700	141.2	\$98,840.00
Andrew Lee	\$525	1.7	\$892.50
Charles Greenlee	\$200	11.6	\$2,320.00

<sup>7</sup> Shawna Parks was the Legal Director / Director of Litigation at DRLC until her departure in 2012. The fees sought for Park’s time spent during her employment with DRLC is designated under “Shawna Parks (DRLC),” and the fees sought for Park’s time spent in connection with her own law practice is designated under “Shawna L Parks.”

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Sam Marks	\$200	4.4	\$880.00
<b>TOTAL</b>			<b>\$477,707.50</b>

<i>Pineda</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	188.2	\$141,150.00
Mark Johnson	\$700	142.9	\$100,030.00
Andrew Lee	\$525	67.4	\$35,385.00
Kiran Prasad	\$450	13.5	\$6,075.00
Shawna Parks (DRLC)	\$695	121.6	\$84,512.00
Sage Reeves	\$625	236.9	\$148,062.50
Surisa E. Rivers	\$550	67.2	\$36,960.00
Debra J. Patkin	\$450	410.2	\$184,587.75
Unnamed Law Clerk	\$230	108.5	\$24,955.00
<b>TOTAL</b>			<b>\$761,717.25</b>

<i>Griffin</i>			
<b>Name</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Guy Wallace	\$750	0.8	\$600.00
Mark Johnson	\$700	6.5	\$4,550.00
Shawna Parks (DRLC)	\$695	2.0	\$1,390.00
Surisa E.	\$550	18.6	\$10,230.00



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Rivers			
Trevor Finneman	\$375	1.4	\$490.00
<b>TOTAL</b>			<b>\$17,260.00</b>

The Court also finds, based on the evidence submitted, that the above-listed hours expended by non-appointed class counsel Shawna Parks and Jose Allen, and hours expended in connection with the State Court Actions, benefitted the class in this case. *See* F.R.C.P. 23(h) 2003 Advisory Committee Notes; *Winger v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121 (9th Cir. 2002).

Accordingly, the Court awards \$10,269,745.07 in reasonable attorneys’ fees to Plaintiffs’ counsel.

**C. Costs**

Plaintiffs seek \$1,631,511.98 in costs as follows: (1) SWCKW: \$1,079,353.37; (2) GBDH: \$231,937.31; (3) LAS-ELC: \$276,257.48; (4) DRLC: \$43,918.94; and (5) Parks: \$44.88.

**(1) SWCKW**

Plaintiffs seek a total of \$1,079,353.37 in costs expended by SWCKW as follows:<sup>8</sup>

<b>CATEGORY</b>	<b>AMOUNT REQUESTED</b>
Copying/Scanning (external)	\$94,122.20
Copying (internal)	\$86,565.00
Document Management	\$393,837.20
Experts	\$324,429.95
Filing/Service Fees	\$23,702.74
Legal Research	\$34,395.54

<sup>8</sup> The amount of costs sought on behalf of SWCKW is based on the amounts set forth in the declarations of Eugenia Gueorguieva.

1	Mediation	\$58,929.50
2	Messenger	\$1,853.90
3	Overnight Mail	\$2,169.79
4	Telephonic Court Appearance	\$473.00
5	Travel and Transportation	\$52,953.09
6	Depositions (video services)	\$4,472.50
7	Postage	\$509.96
8	System Access Fees	\$939.00
9	<b>TOTAL</b>	<b>\$1,079,353.37</b>

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11 Copying (internal). SWCKW seeks \$86,565.00 in internal copying costs.  
12 The evidence demonstrates SWCKW made 290,629 internal copies for this action  
13 and 11,222 in connection with the State Court Actions, at a cost of \$0.20 per page,  
14 totaling \$60,370.20. Accordingly, the Court awards \$60,370.20 in costs expended  
15 by SWCKW for internal copying.

16 Travel and Transportation. SWCKW seeks \$52,953.09 in travel and  
17 transportation costs. SWCKW submits evidence verifying \$51,791.49 in travel  
18 and transportation costs were expended by SWCKW. SWCKW declares that it  
19 cannot locate receipts confirming \$9 and \$409.80 in travel expenses purportedly  
20 expended on December 15, 2012 and January 11, 2013, respectively, and therefore  
21 do not seek reimbursement for those costs. SWCKW fails to submit evidence that  
22 \$742.80 was actually expended for airfare on March 16, 2012.<sup>9</sup> Accordingly, the  
23 Court decreases travel and transportation costs by \$1,161.60, and awards  
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25 <sup>9</sup> SWCKW submits evidence that the \$742.80 travel cost sought “is consistent  
26 with airfares charged by Southwest Airlines for other events that took place in Los  
27 Angeles during the above-captioned litigation,” but fails to submit evidence of the  
28 actual cost for the March 16, 2012 airfare requested. *See Vectren Commc’ns  
Servs. v. City of Alameda*, 2014 WL 3612754, at \*7 (N.D. Cal. July 22, 2014);  
*Butler v. Homeservices Lending LLC*, 2014 WL 5460447, at \*9 (S.D. Cal. Oct. 27,  
2014).

1 \$51,791.49 for travel and transportation costs expended by SWCKW.

2 Other Categories. The evidence submitted demonstrates that the amount of  
3 the costs sought for the remaining categories were reasonably expended by  
4 SWCKW. Accordingly, the Court awards the following amounts for costs  
5 reasonably expended by SWCKW: (1) Copying/Scanning (external): \$94,122.20;  
6 (2) Document Management: \$393,837.20; (3) Experts: \$324,429.95; (4)  
7 Filing/Service Fees: \$23,702.74; (5) Legal Research: \$34,395.54; (6) Mediation:  
8 \$58,929.50; (7) Messenger: \$1,853.90; (8) Overnight Mail: \$2,169.79; (9)  
9 Telephonic Court Appearance: \$473.00; (10) Depositions (video services):  
10 \$4,472.50; (11) Postage: \$509.96; and (12) System Access Fees: \$939.00.

11 The Court therefore awards \$1,051,996.97 in costs reasonably expended by  
12 SWCKW.<sup>10</sup>

13 (2) **GBDH**

14 Plaintiffs seek \$231,937.31 in costs expended by GBDH in this action as  
15 follows:

CATEGORY	AMOUNT REQUESTED
Court Reporters/Transcripts	\$10,267.05
Special masters/Mediators/Arbitrators	\$7,816.12
Copying Costs - In-house	\$10,664.80
Depositions	\$3,100.00
Experts	\$157,804.65
Overnight Mail	\$180.06
Copying and Scanning - outside agency	\$1,023.12

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<sup>10</sup> Plaintiffs seek costs expended by SWCKW in this action and in connection with the State Court Actions. The Court finds, based on the evidence submitted, that costs which were reasonably expended by SWCKW in connection with the State Court Actions benefitted the class in this litigation.

Filing/Service Fees	\$7,360.90
Class Notice:	\$990.00
Postage/USPS	\$64.04
Legal Research	\$19,812.27
Telephone/Conference Calls	\$45.33
Travel and Transportation	\$10,362.35
Travel – Lodging	\$2,446.62
<b>TOTAL</b>	<b>\$231,937.31</b>

9           Taxable Costs. Plaintiffs seek \$18,083.17 in taxable costs expended by  
10 GBDH (i.e., \$10,267.05 (court reporters/transcripts), and \$7,816.12 (Special  
11 masters/Mediators/Arbitrators). Accordingly, the Court decreases GBDH’s costs  
12 by \$18,083.17.<sup>11</sup> See Fed. R. Civ. P. 23(h); Fed. R. Civ. P. 54; Local Rule 54.

13           Other Categories. The evidence submitted demonstrates that the amount of  
14 costs sought for the remaining categories were reasonably expended by GBDH in  
15 this action. Accordingly, the Court awards the following amounts for costs  
16 reasonably expended by GBDH in this action: (1) Copying Costs - In-house:  
17 \$10,664.80; (2) Depositions: \$3,100.00; (3) Expert Fees: \$157,804.65; (4)  
18 Overnight Mail: \$180.06; (5) Copying and Scanning - outside agency: \$1,023.12;  
19 (6) Filing Service Fees: \$7,360.90; (7) Class Notice: \$990.00; (8) Postage USPS:  
20 \$64.04; (9) Legal Research: \$19,812.27; (10) Telephone/Conference Calls:  
21 \$45.33; (11) Travel and Transportation: \$10,362.35; and (12) Travel – Lodging:  
22 \$2,446.62.

23           The Court therefore awards \$213,854.14 in costs reasonably expended by  
24 GBDH.

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27 <sup>11</sup> To the extent not already including in Plaintiff’s pending application to the  
28 Clerk to tax costs (Dkt. No. 377), Plaintiffs are directed to apply for all taxable  
costs with the Clerk pursuant to Rule 54.

1           (3)   **LAS-ELC**

2           Plaintiffs seek \$276,257.48 in costs expended by LAS-ELC in this action as  
3 follows:

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CATEGORY	AMOUNT REQUESTED
clerk's fees	\$230.00
depositions	\$539.70
reproducing exhibits to deposition	\$9.99
Special Master	\$27,697.87
copying (in house)	\$6,721.40
copying/scanning (outside)	\$28,189.65
document management and hosting	\$16,290.04
Experts	\$167,325.98
legal research	\$245.10
mediation	\$21,462.98
messenger	\$134.29
overnight mail	\$69.37
travel and transportation	\$5,418.33
long distance phone charges	\$119.78
photo reproduction	\$20.92
temporary staffing	\$872.08
investigator fees	\$910.00
<b>TOTAL</b>	<b>\$276,257.48</b>

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25           Taxable Costs. Plaintiffs seek \$28,477.56 in taxable costs expended by  
26 LAS-ELC (i.e., \$230 (clerk's fees), \$539.70 (depositions), \$9.99 (reproducing  
27 exhibits to deposition), and \$27,697.87 (Special Master fees)). Accordingly, the  
28 Court decreases LAS-ELC's costs by \$28,477.56. *See* Fed. R. Civ. P. 23(h); Fed.

1 R. Civ. P. 54; Local Rule 54.

2 Long Distance Phone Charges. Plaintiffs originally requested \$119.78 in  
3 long distance phone charges purportedly expended by LAS-ELC. LAS-ELC,  
4 however, declares that it was unable to locate evidence supporting any of the long  
5 distance phone charges, and therefore will not be seeking reimbursement of those  
6 costs. Accordingly, the Court does not award LAS-ELC any amount for long  
7 distance phone charges.

8 Other Categories. The evidence submitted demonstrates that the amount of  
9 costs sought for the remaining categories were reasonably expended by LAS-ELC  
10 in this action. Accordingly, the Court awards the following amounts for costs  
11 reasonably expended by LAS-ELC: (1) copying (in house): \$6,721.40; (2)  
12 copying/scanning (outside): \$28,189.65; (3) document management and hosting:  
13 \$16,290.04; (4) expert fees: \$167,325.98; (5) legal research: \$245.10; (6)  
14 mediation fees: \$21,462.98; (7) messenger: \$134.29; (8) overnight mail: \$69.37;  
15 (9) travel and transportation: \$5,418.33; (10) photo reproduction charges: \$20.92;  
16 (11) temporary staffing: \$872.08; and (12) investigator fees: \$910.00.

17 The Court therefore awards \$247,660.14 in costs reasonably expended by  
18 LAS-ELC.

19 (4) **DRLC**

20 Plaintiffs seek \$40,908.94 in costs expended by DRLC as follows:

21

CATEGORY	AMOUNT REQUESTED
Clerks' fees	\$1,891.45
Depositions	\$10,135.95
Interpreter's and Translator Fees	\$2,067.50
Fees for Service of Process	\$1,028.00
Reporter's Transcripts	\$789.00

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Reproduction of Documents - Chambers Copies	\$1,736.40
Other Costs - Photographs	\$6,075.00
Copying and Scanning - outside agency	\$4,050.09
Copying Costs - In-house	\$833.98
Filing/Service Fees	\$87.40
Experts	\$10,821.12
Messenger	\$99.00
Overnight Mail	\$261.13
Travel and Transportation	\$2,891.86
Postage	\$45.76
System Access Fees	\$580.30
Translation of Documents	\$145.00
Official Court Reporter	\$380.00
<b>TOTAL</b>	<b>\$43,918.94</b>

Taxable Costs. Plaintiffs seek \$23,723.30 in taxable costs expended by DRLC (i.e., \$1,891.45 (clerks fees), \$10,135.95 (Depositions), \$2,067.50 (Interpreter’s and Translator Fees), \$1,028.00 (Fees for Service of Process), \$789.00 (Reporter’s Transcripts), \$1,736.40 (Reproduction of Documents - Chambers Copies), and \$6,075.00 (Other Costs - Photographs)). Accordingly, the Court decreases DRLC’s costs by \$23,723.30. *See* Fed. R. Civ. P. 23(h); Fed. R. Civ. P. 54; Local Rule 54.

Other Categories. The evidence submitted demonstrates that the entire amount of costs sought for the remaining categories were reasonably expended by DRLC in this action. Accordingly, the Court awards the following amounts for costs reasonably expended by DRLC: (1) Copying and Scanning - outside agency: \$4,050.09; (2) Copying Costs - In-house: \$833.98; (3) Filing/Service Fees: \$87.40; (4) Expert Fees: \$10,821.12; (5) Messenger: \$99.00; (6) Overnight



1 Mail: \$261.13; (7) Travel and Transportation: \$2,891.86; (8) Postage: \$45.76; (9)  
2 System Access Fee: \$580.30; (10) Translation of Documents: \$145.00; and (11)  
3 Official Court Reporter: \$380.00.<sup>12</sup>

4 The Court therefore awards \$20,195.64 in costs reasonably expended by  
5 DRLC.

6 **(5) Parks**

7 Plaintiffs seek \$44.88 in costs expended by Parks. The evidence submitted  
8 demonstrates the \$44.88 in costs were reasonably expended and benefitted the  
9 class. The Court therefore awards \$44.88 in costs reasonably expended Parks.

10 **IV. CONCLUSION**

11 Accordingly, the Court **GRANTS** the Motion, and awards \$10,269,745.07  
12 in attorneys' fees and \$1,533,751.77 in costs to Plaintiffs.

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14 **IT IS SO ORDERED.**

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16 DATED: August 25, 2016.



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Honorable Consuelo B. Marshall  
United States District Judge

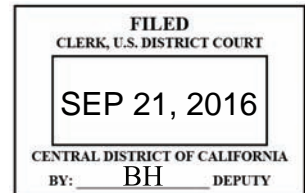
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<sup>12</sup> Plaintiffs seek costs expended by DRLC in this action and in connection with the State Court Actions. The Court finds, based on the evidence submitted, that costs which were reasonably expended by DRLC in connection with the State Court Actions benefitted the class in this litigation.

# **EXHIBIT**

**36**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA



Trevor Woods et al.,  
Plaintiffs,  
v.  
John B. Fagan et al.,  
Defendants.

CV 14-8374-VAP (SPx)

**ORDER GRANTING MOTION  
FOR ATTORNEYS' FEES  
[Doc. No. 158]**

On July 7, 2016, following a jury trial, this Court entered a Judgment in favor of Plaintiffs Trevor Woods and Tyra Woodson and against Defendants John Fagan and Daniel Martinez. (Doc. No. 154.) On August 3, 2016, Plaintiff filed a Motion for Attorneys' Fees. (Doc. No. 158.) On September 19, 2016, the court held a hearing and the parties submitted on their papers. After considering the papers filed in support of, and in opposition to, the Motion, the Court GRANTS the Motion.

**I. BACKGROUND**

On November 19, 2013, Defendants Fagan and Martinez, both of whom are Long Beach Police Department ("LBPD") officers, shot and killed Tyler Woods following a foot pursuit. Woods' parents, Plaintiffs Trevor Woods and Tyra Woodson, filed a complaint under 42 U.S.C. § 1983 alleging Defendants' actions violated their Fourteenth Amendment liberty interest in the companionship and society of their son.

The issues of liability and damages were tried to a jury, which returned a special verdict in favor of Plaintiffs on their claims. The parties stipulated to an amount of \$10,000.00 in punitive damages if the jury found liability for them. (Doc. No. 154.) The jury returned a special verdict awarding Plaintiffs a total of \$1,050,000.00 in compensatory damages (Doc. No. 145).

On July 7, 2016, this Court entered a judgment in Plaintiffs' favor in the sums of \$1,050,000.00 in compensatory damages and \$10,000.00 in punitive damages. (Doc. No. 154.)

On August 3, 2016, Plaintiff filed a Motion for Attorneys' Fees pursuant to 42 U.S.C. § 1988. (Doc. No. 158.) On August 22, 2016, Defendants filed an Opposition. (Doc. No. 165.) On August 29, 2016, Plaintiff filed a Reply. (Doc. No. 170.)

## II. LEGAL STANDARD

Fees in § 1983 cases are governed by 42 U.S.C. § 1988, which provides:

In any action or proceeding to enforce a provision of section [ ] . . . 1983 . . . the court, in its discretion, may allow the prevailing party . . . a reasonable attorney's fee as part of the costs . . . 42 U.S.C. § 1988(b).

"The purpose of § 1988 is to ensure effective access to the judicial process for persons with civil rights grievances." Hensley v. Eckerhart, 461 U.S. 424, 429 (1983) (quotation marks omitted). The analysis of attorney's fees is twofold. The Court first must determine whether or not the party seeking fees is the prevailing

party. Fischer v. SJB-P.D., Inc., 214 F.3d 1115 (9th Cir. 2000); Chabner v. United of Omaha Life Ins. Co., 1999 WL 33227443 (N.D. Cal. 1999). A plaintiff is the prevailing party when the “resolution of the dispute . . . changes the legal relationship between itself and the defendant.” Tex. State Teachers Ass’n v. Garland Indep. Sch. Dist., 489 U.S. 782, 792 (1989). In other words, “plaintiffs may be considered ‘prevailing parties’ for attorney’s fees purposes if they succeed on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit.” Farrar v. Hobby, 506 U.S. 103, 109 (1992) (internal citation omitted).

### III. DISCUSSION

Plaintiffs were the prevailing party at trial. The jury found that Defendants violated Plaintiffs’ constitutional rights and awarded them \$1,050,000.00 in compensatory damages, and the parties stipulated to \$10,000.00 in punitive damages. Defendants agree Plaintiffs are entitled to reasonable attorneys’ fees, but object to the sum sought, \$365,275.15, as unreasonable and excessively high. (Opp. at 1-2.) Defendants’ argument is unpersuasive.

“In determining a reasonable attorney’s fee, the district court’s first step is to calculate a ‘lodestar’ by multiplying the number of hours it finds the prevailing party expended on the litigation by a reasonable hourly rate.” McGrath v. County of Nevada, 67 F.3d 248, 252 (9th Cir. 1995) (citing Hensley, 461 U.S. at 433). The Court then decides whether to increase or decrease the lodestar amount by evaluating the factors enunciated in Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th Cir. 1975), cert. denied, 425 U.S. 951 (1976).

The Kerr factors are: time and labor required; the novelty and difficulty of the questions involved; the skill needed to perform the legal service properly; the preclusion of other employment by the attorney due to acceptance of the case; the customary fee, whether the fee is fixed or contingent; time limitations imposed by the client or the circumstances; the amount involved and the results obtained; the experience, reputation, and ability of the attorney; the “undesirability” of the case; the nature and length of the professional relationship with the client; and awards in similar cases. Id.

Plaintiffs’ counsel, Mr. Brian Dunn, seeks \$180,404.40 in fees based on an hourly rate of \$790 per hour and a total of 228.36 hours; Mr. John Fattahi seeks \$119,952.00 based on an hourly rate of \$630.00 per hour and a total of 190.40 hours; and Ms. Megan Gyongyos seeks \$64,918.75 based on an hourly rate of \$425.00 and a total of 152.75 hours. (Mot. at 21.) Plaintiffs’ counsel are not seeking an increase from those lodestar amounts based on the Kerr factors.

### **1. Reasonable Hourly Rate**

“The hourly rate for successful civil rights attorneys is to be calculated by considering certain factors, including the novelty and difficulty of the issues, the skill required to try the case, whether or not the fee is contingent, the experience held by counsel and fee awards in similar cases.” Moreno v. City of Sacramento, 534 F.3d 1106, 1114 (9th Cir. 2008). In addition, the court is guided by “the rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.” Trevino v. Gates, 99 F.3d 911, 925 (9th Cir. 1996).



In support of their requested hourly rates, Mr. Dunn, Mr. Fattahi, and Ms. Gyongyos submitted declarations detailing their skills and experience as civil rights attorneys and past fee awards they have received. (See generally Dunn Decl., Fattahi Decl., Gyongyos Decl.) Mr. Dunn, who served as lead counsel for Plaintiffs, specializes in police misconduct civil rights litigation. (Dunn Decl. ¶ 6.) He has been counsel on numerous civil rights cases for over 20 years in which he has obtained substantial verdicts and settlements. (Dunn Decl. ¶¶ 6-8.) Mr. Fattahi has ten years of experience with federal civil rights litigation and has practiced police excessive force litigation almost exclusively for the past seven years. (Fattahi Decl. ¶ 5.) Mr. Fattahi collaborated with Mr. Dunn on nearly all aspects of the trial, including researching applicable law and marshaling evidence, participating in the jury selection, and examining three civilian and six hostile witnesses. (Fattahi Decl. ¶ 3.) Ms. Gyongyos, Mr. Dunn's associate, has more than three years of experience litigating police misconduct cases and had primary responsibility of the day-to-day management of this case since April 2014. (Gyongyos Decl. ¶¶ 3, 5.) Her involvement included drafting Plaintiffs' complaint, propounding written discovery, and preparing numerous pretrial and trial documents. (Gyongyos Decl. ¶ 3.)

Considering the prevailing rate in the community for similar work performed by attorneys of comparable skill, experience, and reputation, the Court finds a reasonable hourly rate for Mr. Dunn is \$750 per hour, for Mr. Fattahi is \$550 per hour, and for Ms. Gyongyos is \$375 per hour.

The Court notes that Plaintiffs' counsel "served the public interest by vindicating important constitutional rights." McCown v. City of Fontana, 565 F.3d 1097, 1105 (9th Cir. 2008) (citing City of Riverside v. Rivera, 477 U.S. 561, 572

(1986)). Their representation of Plaintiffs was not without risk given, for example, that both Plaintiffs were incarcerated at the time of the trial. Moreover, the hourly rates listed above are in line with the market rates of similarly experienced attorneys in the community (see generally Galipo Decl., Sobel Decl.), and the attorneys in this case are not requesting a fee multiplier.

## 2. Reasonable Hours

The Court has reviewed each and every billing entry in Plaintiffs' fee request, and eliminated the fees requested by Plaintiff for (1) tasks on which excessive time was spent, (2) unnecessary, excessive, or duplicative entries, (3) time charged for clerical or secretarial tasks. The descriptions in the billing entries submitted were satisfactorily detailed, and the Court did not find many instances needing reduction. After reviewing the billing entries, the Court reduced Mr. Dunn's hours by 4.5 hours, Mr. Fattahi's hours by 6.4 hours, and Ms. Gyongyos's hours by 7.48 hours.

Plaintiffs' counsel bears the burden of establishing entitlement to an attorney's fee award and "documenting the appropriate hours expended and hourly rates." Hensley v. Eckerhart, 461 U.S. 424, 437 (1983). The Court maintains discretion to reduce the number of hours requested where an attorney's block billing makes it difficult to identify whether the hours were reasonably expended. See Welch v. Metro. Life Ins. Co., 480 F.3d 942, 948 (9th Cir. 2007) ("We do not quarrel with the district court's authority to reduce hours that are billed in block format. The fee applicant bears the burden of documenting the appropriate hours expended in the litigation and must submit evidence in support of those hours worked."); R.S., et al, SACV11-536 AG (RNBx) at 28 (reducing an attorney's "trial preparation" hours by 20 percent based on block billing).

The trial court, due to its familiarity with the case, is in the best position to evaluate the reasonableness of the hours requested. Moreno, 534 F.3d 1106, 1116 (9th Cir. 2008). Here, the Court has reduced the hours of Plaintiffs' counsel where the hours were excessive, duplicative, or charged for clerical or secretarial tasks. For example, the Court deducted 6.2 hours from Mr. Fattahi's multiple logs of "Review

documents and depositions, prepare for trial” because the logs did not identify discrete tasks and the time spent appeared excessive. The Court also deducted the 5.0 hours Ms. Gyongyos logged for assisting in the preparation of Exhibit Binders because that is a clerical task.

In conclusion, the Court sees no reason to depart from the lodestar amount, and the “presumptively reasonable” lodestar amounts for Plaintiffs’ counsel are as follows. See Jordan v. Multnomah Cnty., 815 F.2d 1258, 1262 (9th Cir. 1987).

<b>Attorney/ Paralegal</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Dunn	\$750	223.86	\$167,895.00
Fattahi	\$550	184.00	\$101,200.00
Gyongyos	\$375	145.27	\$54,476.25
<b>Total</b>			<b>\$323,571.25</b>

### **3. Reasonable Out-of-Pocket Expenses**

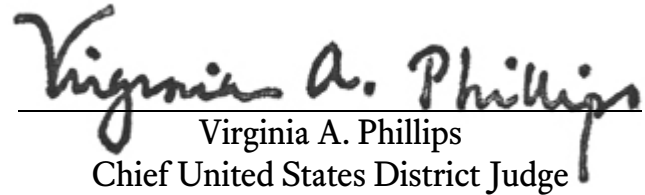
Defendants have not objected to Mr. Fattahi’s request for out-of-pocket litigation expenses totaling \$810.15. In light of the documentation attached to Mr. Fattahi’s declaration, the Court views those expenses as reasonable and awards him \$810.15 for reasonable out-of-pocket expenses in addition to the attorney’s fees noted above.

## **IV. CONCLUSION**

For the reasons stated above, the Court GRANTS Plaintiffs' Motion for Attorneys' Fees, and awards fees in the amount of \$323,571.25.

**IT IS SO ORDERED.**

Dated: 9/21/16

  
Virginia A. Phillips  
Chief United States District Judge

# **EXHIBIT**

**82**





1           **I. Introduction**

2           Section 505 of the Copyright Act provides that “[i]n any action under this title, the court  
3 in its discretion may allow the recovery of full costs by or against any party other than the United  
4 States or an officer thereof.” 17 U.S.C. § 505. “[T]he court may also award a reasonable  
5 attorney’s fee to the prevailing party as part of the costs.” *Id.* The statute’s use of the word  
6 “may” makes clear that a prevailing party is not always entitled to recover its costs. *Fogerty v.*  
7 *Fantasy, Inc.*, 510 U.S. 517, 114 S.Ct. 1023 (1994).

8           The court’s exercise of discretion under Section 505 is guided by a single equitable  
9 inquiry: did the successful prosecution or defense “further the purposes of the Copyright Act[?]”  
10 *Fantasy, Inc. v. Fogerty*, 94 F.3d 553, 559 (9th Cir. 1996); *Perfect 10, Inc. v. CCBill LLC*, 488  
11 F.3d 1102, 1120 (9th Cir. 2007). Factors relevant to that inquiry may include “frivolousness,  
12 motivation, objective unreasonableness (both in the factual and in the legal components of the  
13 case) and the need in particular circumstances to advance considerations of compensation and  
14 deterrence.” *Lieb v. Topstone Indus., Inc.*, 788 F.2d 151, 156 (3d Cir. 1986).<sup>1</sup> These factors are  
15 not exclusive, *id.*, or mandatory, *Fogerty*, 94 F.3d at 558, and must always yield to the purposes  
16 of the Copyright Act, *Fogerty*, 510 U.S. at 534 n. 19. “Faithfulness to the purposes of the  
17 Copyright Act [] is the pivotal criterion.” *Fogerty*, 94 F.3d at 558.

18           **II. Discussion**

19           Unlike many other statutes, the Copyright Act limits the rights it confers, and prevents  
20 other jurisdictions from enlarging those rights. 17 U.S.C. § 301. Thus, “the policies served by  
21 the Copyright Act are more complex, more measured, than simply maximizing the number of  
22 meritorious suits for copyright infringement.” *Fogerty*, 510 U.S. at 526. By restricting the rights  
23 of copyright holders, the Act ensures that “private motivation [] ultimately serve[s] the cause of  
24 promoting broad public availability of literature, music, and the other arts.” *See id.* at 526-27  
25 (quoting *Twentieth Century Music Corp. v. Aiken*, 422 U.S. 151, 156, 95 S.Ct. 2040 (1975)).  
26 “The primary objective of copyright is not to reward the labor of authors, but ‘[t]o promote the

27 \_\_\_\_\_  
28 <sup>1</sup> Mattel is not an impecunious litigant. *See Mattel, Inc. v. Greiner & Hauser GmbH*, 354 F.3d 857, 859 (9th Cir. 2003).

1 Progress of Science and useful Arts.” *Feist Publ’ns, Inc. v. Rural Tele. Serv. Co.*, 499 U.S. 340,  
2 361, 111 S.Ct. 1282 (1991). This purpose is satisfied when the public can “build freely upon the  
3 ideas and information” in the public domain. *Id.* at 349-50.

#### 4 A. Recovery of Fees

5 In this case, Mattel claimed that it owned valid copyrights in the concept sketches and  
6 sculpts for the “Bratz” line of dolls and that every generation of “Bratz” dolls released by MGA  
7 infringed those copyrights. The breadth of Mattel’s infringement claim corresponded with its  
8 request for “more than \$1 billion dollars in copyright damages” and an “injunction prohibiting  
9 MGA from producing or marketing virtually every Bratz female fashion doll, as well as any  
10 future dolls substantially similar to Mattel’s copyrighted Bratz works.” *Mattel, Inc. v. MGA*  
11 *Entm’t, Inc.*, 616 F.3d 904, 910 (9th Cir. 2010). This request for relief was predicated on  
12 Mattel’s mistaken expectation that it owned the “ideas” in the copyrighted works; and the mere  
13 specter of that relief may have clouded MGA’s business prospects, bolstered Mattel’s status, and  
14 changed the landscape of the fashion doll industry. *Cf. Ideal Steel Supply Corp. v. Anza*, \_\_\_  
15 F.3d \_\_\_, 2011 WL 2557618, at \*19 (2d Cir. June 28, 2011) (“In light of (i) the broad scope of  
16 RICO (and what might constitute proceeds from a RICO ‘predicate act’), and (ii) the specter of  
17 paying treble damages, the mere threat of such a suit would chill competition.”).

18 The Ninth Circuit held that only a small minority of Mattel’s claim “might” be  
19 reasonable. *Mattel*, 616 F.3d at 917. This Court agreed on remand, finding “no indicia of  
20 sufficient disagreement” that all but six Bratz dolls did not infringe the concept sketches and  
21 sculpts. *Mattel, Inc. v. MGA Entm’t, Inc.*, \_\_\_ F. Supp. 2d \_\_\_, 2011 (C.D. Cal. Jan. 5, 2011).  
22 Regardless of Mattel’s disputed claim to ownership of the concepts sketches and sculpts, these  
23 rulings, prompted by MGA, prevented Mattel from stifling the dissemination of “fashion dolls  
24 with a bratty look or attitude,” *Mattel*, 616 F.3d at 916, and encouraged the widespread  
25 “production of original . . . artistic . . . expression for the good of the public.” *Fantasy*, 94 F.3d  
26 at 557 (quoting *Fogerty*, 510 U.S. at 524).<sup>2</sup>

27 \_\_\_\_\_  
28 <sup>2</sup> Contrary to Mattel’s argument, its copyright claim affected more than just “which  
company would provide Bratz to the public.” Mattel’s request for an injunction, as well

1 There are compelling equitable reasons to award MGA its attorneys' fees. MGA secured  
2 the public's interest in a robust market for trendy fashion dolls populated by multiple toy  
3 companies, not just Mattel or even MGA. *Cf. Fogerty*, 94 F.3d at 556 ("Fogerty's vindication of  
4 his copyright in "The Old Man Down the Road" secured the public's access to an original work  
5 of authorship and paved the way for future original compositions-by Fogerty and others-in the  
6 same distinctive "Swamp Rock" style and genre."); *see also Mattel*, 616 F.3d at 917 ("Mattel  
7 can't claim a monopoly over fashion dolls with a bratty look or attitude, or dolls sporting trendy  
8 clothing-these are all unprotectable ideas."). A fee award accounts for this lawsuit's detrimental  
9 impact on MGA's sales, as well as the economic benefit Mattel may have obtained by distracting  
10 its primary competitor with litigation. *Cf. Fogerty*, 94 F.3d at 556 ("Further, the district court  
11 found that a fee award was appropriate to help restore to Fogerty some of the lost value of the  
12 copyright he was forced to defend."). MGA's successful defense also nudged copyright law in  
13 the direction of "free expression" by appealing to basic principles about the unprotectability of  
14 ideas, instead of relying on "technical defense[s], such as the statute of limitations, laches, or the  
15 copyright registration requirements." *Id.* MGA's contribution to the state of the law in the field  
16 of copyright in a case of this magnitude and notoriety cannot be understated; its failure to  
17 vigorously defend against Mattel's claims could have ushered in a new era of copyright litigation  
18 aimed not at promoting expression but at stifling the "competition" upon which America thrives.  
19 *Mattel*, 616 F.3d at 918; *cf. Fogerty*, 94 F.3d at 556 ("Finally, the benefit conferred by Fogerty's  
20 successful defense was not slight or insubstantial relative to the costs of litigation.").

21 Mattel argues that MGA's successful defense could not have furthered the purposes of  
22 copyright law because Mattel's underlying claim was reasonable. This argument is factually and  
23 legally incomplete. In many cases involving reasonable claims, a successful defense is no more  
24 effective than a successful prosecution at furthering the purposes of copyright law, and a fee  
25 award to the defendant is therefore inappropriate. *See Lotus Dev. Corp. v Borland Int'l, Inc.*,

26  
27 \_\_\_\_\_  
28 as the legal reasoning offered in support of that request, attempted to justify a restriction  
on every other prospective doll designer from producing "fashion dolls with a bratty look  
or attitude, or dolls sporting trendy clothing." *Mattel*, 616 F.3d at 916.

1 140 F.3d 70, 75 (1st Cir. 1998); *Matthew Bender & Co. v. W. Publ'g Co.*, 240 F.3d 116, 122 (2d  
2 Cir. 2001); *see also Harris Custom Builders Inc. v. Hoffmeyer*, 140 F.3d 728, 730-31 (7th Cir.  
3 1998). But that is a rule of thumb, not rule of law, and Mattel's insistence that objective  
4 unreasonableness is a prerequisite to the recovery of costs under Section 505 defies clear  
5 authority to the contrary.

6 Indeed, Justice Thomas wrote separately in *Fogerty* to express concern about the  
7 disparate treatment of prevailing parties seeking attorneys' fees under identically worded  
8 statutes. Justice Thomas' concurrence recognized that unreasonableness is not a prerequisite to  
9 the recovery of attorneys' fees in a copyright case:

10 Under the Title VII provision, a prevailing plaintiff 'ordinarily is to be awarded  
11 attorney's fees in all but special circumstances,' whereas a prevailing defendant is  
12 to be awarded fees only 'upon a finding that plaintiff's action was frivolous,  
13 unreasonable, or without foundation.' *By contrast*, under the Court's decision  
14 today, prevailing plaintiffs and defendants in the copyright context 'are to be  
15 treated alike,' and 'attorney's fees are to be awarded to prevailing parties only as a  
16 matter of the court's discretion.'

17 *Fogerty*, 510 U.S. at 536 (emphasis added) (Thomas, J., concurring in judgment).

18 In any event, Mattel's claim – that the reproduction of the look of a “girl with too much  
19 makeup on” must be remedied by a billion dollars in damages and injunctive relief – is far less  
20 reasonable than the claim in *Fogerty*, which reached the jury in its entirety. 94 F.3d at 556.<sup>3</sup> By  
21 and large, the protected features of subsequent generation “Bratz” dolls “are nothing like” the  
22 concept sketches and sculpts to which Mattel claimed ownership. *Mattel*, 616 F.3d at 917.  
23 Differences in the “fashions and hairstyles” are plainly evident and Mattel never argued that any  
24 such similarities existed. Instead, Mattel claimed that the *types* and *placement* of features

25 \_\_\_\_\_  
26 <sup>3</sup> The Ninth Circuit awarded defendant his fees and costs on appeal, even though  
27 plaintiff's appeal raised close and difficult legal issues. *See Fogerty*, 94 F.3d at 561.  
28 There was no discussion of reasonableness; the court considered it sufficient that “it  
served the purposes of the Copyright Act for [defendant] to defend an appeal so that the  
district court's fee award would not be taken away from him.” *Id.*



1 depicted in the concept sketches and sculpts were protectable merely because they made the  
2 dolls “look younger.” *Mattel*, 2011 WL 1114250, at \*16. But it is well-established that  
3 copyright protection does not extend to ideas, especially not ubiquitous ideas like young and  
4 fashionable females. *Id.*; see also *Mattel*, 616 F.3d at 917. *Mattel* had been reminded of this  
5 black letter law in prior litigation. See, e.g., *Mattel, Inc. v. Goldberger Doll Mfg. Co.*, 365 F.3d  
6 133, 136 (2d Cir. 2004) (“An upturned nose, bow lips, and wide eyes are the ‘idea’ of a certain  
7 type of doll face. That idea belongs not to *Mattel* but to the public domain.”).

8 *Mattel* argues that its claim could not have been unreasonable because the prior district  
9 court judge entered its requested injunctive relief. Far from demonstrating the reasonableness of  
10 its copyright claim, the fact that *Mattel* convinced a judicial officer to commit legal error  
11 underscores the value of MGA’s persistent defense in furthering the purposes of copyright law.  
12 Judges occasionally make mistakes, and sometimes, as in this case, those mistakes are  
13 unreasonable. See *Mattel*, 616 F.3d at 917 (“It might have been reasonable to hold that *some* of  
14 the Bratz dolls were substantially similar to Bryant’s sketches, especially those in the first  
15 generation. But we fail to see how the district court could have found the vast majority of Bratz  
16 dolls . . . substantially similar[.]”). MGA’s successful defense prevented that error from  
17 affecting the outcome of this lawsuit and setting poor precedent in the field of copyright.

18 *Mattel* also argues that its copyright claim did not offend the policies served by copyright  
19 law because some evidence supported its ultimately unsuccessful assertion of ownership over the  
20 concept sketches and sculpts. But ownership of the copyrighted work is only one element of a  
21 successful copyright claim, and it is often uncontested. See *Feist Publ’ns, Inc. v. Rural Tele.*  
22 *Serv. Co.*, 499 U.S. 340, 361, 111 S.Ct. 1282 (1991); see, e.g., *Fogerty*, 94 F.3d at 556. Even if  
23 a plaintiff’s assertion of ownership to a valid copyright is reasonable or even uncontested, the  
24 claim may still aspire to stifle works that “build freely upon the ideas and information” in the  
25 public domain, and a successful defense may further the purposes of the Act. *Id.*; *Feist*, 499  
26 U.S. at 349-50. The danger of over-aggressive copyright prosecution that concerned the  
27 Supreme Court in *Fogerty* was exemplified not by *Mattel*’s assertion of ownership over the  
28 copyrighted works but by its pursuit of grossly overbroad monetary and injunctive relief.

1 Mattel finally argues that its good faith cannot be questioned because its motivation in  
2 filing suit is the subject of a separate action presently pending before this Court and in which  
3 Mattel has filed a jury demand.<sup>4</sup> Though *Lieb* discussed “motivation” as a relevant factor, “a  
4 finding of bad faith, frivolous or vexatious conduct is no longer required,” *Fogerty*, 94 F.3d at  
5 960, and the Court fails to see its applicability here. Had Mattel advanced a meritorious  
6 copyright claim, the presence of a nefarious motivation (excepting a purpose to “harass, cause  
7 unnecessary delay, or needlessly increase the cost of litigation,” *see* Fed. R. Civ. P. 11) might not  
8 have entitled MGA to a fee award. *Lotus Dev. Corp.*, 140 F.3d at 75 (“Arguably, there is  
9 nothing inherently improper about bringing a claim that is well-founded in law and fact against  
10 one’s competitors, even when legal action, if successful, will inflict severe economic  
11 consequences upon them.”). Similarly, the Copyright Act’s interest in creative freedom is no  
12 more vindicated by a successful defense against an unreasonable claim brought by a mischievous  
13 plaintiff as it is by a successful defense against an unreasonable claim brought by a clean-hearted  
14 plaintiff. *See Screenlife Establishment v. Tower Video, Inc.*, 868 F. Supp. 47, 51-52 (S.D.N.Y.  
15 1994) (citing *Diamond Star Bldg. Corp. v. Freed*, 30 F.3d 503 (4th Cir. 1994)). Mattel’s claim  
16 posed a serious threat to the public’s access to free and competitive expression; the possibility  
17 that Mattel ignored decades-old principles about the unprotectability of ideas in good faith is not  
18 an excuse and does not diminish the benefits society will reap as a result of MGA’s successful  
19 defense.

## 20 B. Calculation of Attorneys’ Fees and Costs

### 21 1. Invoices

22 MGA has filed its attorney invoices in support of its Application and, pursuant to this  
23  
24

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25 <sup>4</sup> In support of its argument that Mattel acted in bad faith, MGA asks the Court to  
26 consider the conduct of Mattel’s attorneys. However, the Court’s duty is to do “justice  
27 between the parties,” *see Elder v. Holloway*, 984 F.2d 991, 998 (9th Cir. 1993) (Kozinski,  
28 J., dissenting from denial of petition for rehearing), not the attorneys. Mattel’s attorneys  
may represent the company in litigation, but the Court’s Orders affect Mattel, and the  
company should not have to account for its lawyers’ independent conduct.

1 Court's order, submitted unredacted versions of those invoices for review *in camera*.<sup>5</sup> Mattel  
2 has moved to compel the production of those unredacted invoices pursuant to the rule that  
3 invoices submitted in support of a request for attorneys' fees "should be redacted *only* to the  
4 extent absolutely necessary to protect information covered by the attorney-client privilege or the  
5 work-product doctrine." *U.S. v. \$1,379,879.09 Seized From Bank of America*, 374 Fed. Appx.  
6 709, at \*\*1 (9th Cir. Mar. 19, 2010) (emphasis in original) (citing *MGIC Indem. Corp. v.*  
7 *Weisman*, 803 F.2d 500, 505 (9th Cir. 1986)); see also *Reynolds v. Beneficial Nat. Bank*, 288  
8 F.3d 277, 286 (7th Cir. 2002). Mattel's position is legally sound; this Court has recognized that  
9 the submission of *in camera* information or argument circumvents the adversarial process.<sup>6</sup> See  
10 Hearing Tr., dated December 20, 2010, Vol. I-B, at 21:8-17. But that concern has been partially  
11 alleviated here, because MGA has served Mattel with redacted copies of its attorney invoices  
12 that (1) identify the number of hours each attorney dedicated to the case on a monthly basis; and  
13 (2) categorize attorney hours between time spent on MGA's affirmative claims and time spent  
14 on MGA's defense against Mattel's claims. Further detail could be necessary for Mattel to  
15 assess the reasonableness of the fees charged, but Mattel has expressly waived any objection to  
16 the "rates" charged by MGA's attorneys or the allocation of time on "particular tasks." Hearing  
17

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18  
19 <sup>5</sup> Contrary to Mattel's argument, MGA did not waive the attorney-client privilege  
or work product doctrine.

20 <sup>6</sup> Despite the Court's admonition, the parties have requested a number of *in*  
21 *camera* proceedings over the course of this lawsuit and, particularly, during discovery.  
22 For instance, Mattel demanded that its in-house counsel be examined *in camera* about his  
23 factual investigation prior to the filing of this lawsuit prior to testifying about that subject  
24 in connection with MGA's statute of limitations defense. Mattel also requested that its  
25 outside counsel and in-house counsel be subject to *in camera* examination before being  
26 exposed to the adversarial process in connection with MGA's claim that Mattel concealed  
27 evidence about its market research tactics – conduct that ultimately resulted in a finding  
28 of liability against Mattel. MGA likewise requested that its outside and in-house counsel  
be subject to *in camera* examination in connection with Mattel's claims that the  
company's communications with its lawyers about the withholding of an email chain  
were made in furtherance of a crime or a fraud as well as Mattel's claim that MGA  
suborned perjury.



1 Tr., dated May 25, 2011, Vol. IV, at 41-42.<sup>7</sup>

2 Mattel argues that it needs to review MGA's unredacted invoices in order to object to the  
3 "apportionment" of fees between MGA's defense against Mattel's claim for copyright  
4 infringement and MGA's defense against Mattel's other claims. But information relevant to  
5 apportionment, including legal strategy and the results of witness interviews, is covered by the  
6 attorney-client privilege and work product doctrine. *Weisman*, 803 F.2d at 505; *Federal Savings*  
7 *and Loan Ins. Corp. v. Ferm*, 909 F.2d 372 (9th Cir. 1990) (noting that *in camera* review of  
8 attorney invoices was necessary to protect "the confidentiality of Ferm's communications with  
9 her counsel and her counsel's mental impressions concerning litigation strategy"); *In Re Grand*  
10 *Jury Witness*, 695 F.2d 359 (9th Cir. 1982) ("[C]orrespondence between attorney and client  
11 which reveals the client's motivation for creation of the relationship or possible litigation  
12 strategy ought to be protected. Similarly, bills, ledgers, statements, time records and the like  
13 which also reveal the nature of the services provided, such as researching particular areas of law,  
14 also should fall within the privilege."). Mattel already has information about MGA's monthly  
15 bills and its attorneys' allocation of time between affirmative and defensive claims. The risk of  
16 disclosing specific information about seven years of MGA's legal strategy is particularly  
17 concerning in this case, since both parties are involved in several lawsuits, including a lawsuit  
18 against each other in this Court. If the parties were no longer engaged in litigation or if Mattel  
19 agreed to some reciprocal production of its own attorney invoices, the Court might have lent  
20 greater credence to Mattel's claimed due process concern. But granting this demand for  
21 additional transparency, despite the absence of any objection to the hourly rates and time  
22 allocation by MGA's attorneys, gives Mattel a one-way view into the litigation strategy of a

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23  
24 <sup>7</sup> Mattel has opposed the production of its own billing records by noting its lack of  
25 objection to the reasonableness of MGA's fees. Had Mattel so objected, its own billing  
26 records may have been relevant. See M. Derfner & A. Wolf, *Court-Awarded Attorney*  
27 *Fees* ¶ 16.02[8][a] at 16-46 (2010 ed.) ("[T]he vehemence or tenacity of the opposition  
28 justifies an increase in the amount of time an attorney must necessarily – and therefore  
reasonably – spend in countering the opposition and winning the suit. Similarly, the skill  
of an opposing counsel may justify the expenditure of a greater amount of time in  
litigation than would ordinarily be reasonable.").

1 party that it continues to battle with in other cases.

2 2. Relatedness

3 MGA is entitled to recover the fees it incurred in defending against claims that  
4 “involve[d] a common core of facts or [were] based on related legal theories.” *The Traditional*  
5 *Cat Ass’n v. Gilbreath*, 340 F.3d 829, 833 (9th Cir. 2003); *see also Thomas v. City of Tacoma*,  
6 410 F.3d 644, 649 (9th Cir. 2005). That test has been imported from the federal civil rights  
7 context, in which a prevailing plaintiff is entitled to recover its reasonable attorney’s fees.  
8 *Hensley v. Eckerhart*, 461 U.S. 424, 433, 103 S.Ct. 1933 (1983). In *Hensley*, the Supreme Court  
9 noted that the calculation of “reasonable attorney’s fees” involves (1) multiplying the number of  
10 hours “reasonably expended on the litigation” with a reasonable hourly rate; (2) the  
11 interrelatedness of the claims; (3) the extent of the plaintiff’s success; and (4) other equitable  
12 factors, including those identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714,  
13 717-19 (5th Cir. 1974). 461 U.S. at 434-37. On the other hand, fees incurred defending against  
14 unrelated claims are not recoverable because time spent on the prosecution of those claims  
15 cannot “be deemed to have been ‘expended in pursuit of the ultimate result achieved.’” *Id.*

16 Contrary to Mattel’s argument, the Supreme Court’s recent decision in *Fox v. Vice* does  
17 not undermine *Hensley*. In *Fox*, a successful civil rights defendant applied for its reasonable  
18 attorneys’ fees contending, as a § 1988 defendant must, that the plaintiff’s claim was  
19 “frivolous.”<sup>8</sup> The plaintiff responded that frivolousness requires that *every* claim be frivolous,  
20 but the Court disagreed, citing *Hensley* for the proposition that “a court may reimburse a  
21 defendant for costs under § 1988 even if a plaintiff’s suit is not wholly frivolous.” 131 S.Ct.

22 \_\_\_\_\_  
23 <sup>8</sup> Unlike copyright law’s “evenhanded” approach that evaluates attorney’s fee  
24 applications brought by prevailing plaintiffs and defendants under the same test, *Fogerty*,  
25 510 U.S. at 534, § 1988 plaintiffs and defendants are treated differently in light of the  
26 statute’s obvious interest in vindicating civil rights. Section 1988 plaintiffs need only  
27 demonstrate that they prevailed, *i.e.*, that “succeed on any significant issue in litigation  
28 which achieves some of the benefit the parties sought in bringing suit,” *Hensley*, 461 U.S.  
at 433 (quoting *Nadeau v. Helgemoe*, 581 F.2d 275, 278-79 (1st Cir. 1978), but  
defendants must demonstrate that the action was “frivolous, unreasonable, or without  
foundation.” *Christianburg Garment Co. v. EEOC*, 434 U.S. 412, 421, 98 S.Ct. 694  
(1978).

1 2205, 2214 (2011). If “a plaintiff [] prevail[s] on one contention in a suit while also asserting an  
2 unrelated frivolous claim[,] a court could probably award fees to *both* parties.” *Id.* (emphasis  
3 added) (citing *Hensley*, 461 U.S. at 435 n. 10). However, the Court held, just as the statute’s  
4 interest in deterring frivolous claims entitles a defendant to recover fees incurred defending  
5 against such claims, it also limits recovery to amounts the defendant “would not have paid but  
6 for the frivolous claims.” 131 S.Ct. at 2215. If the defendant would have incurred those fees  
7 anyway, “he has suffered no incremental harm from the frivolous claim” and “has never  
8 shouldered the burden that Congress, in enacting § 1988, wanted to relieve.” *Id.*

9 Mattel reads *Fox*’s second holding to require that “fees incurred for defense of related  
10 claims that would have been incurred by MGA in the absence of the copyright claim are not  
11 recoverable” because “frivolousness and objective unreasonableness [are] factors the Court  
12 should consider in awarding fees under the Copyright Act” and in the context of federal civil  
13 rights claims, fees incurred for non-frivolous related claims are not recoverable. Docket 10644  
14 at ¶ 15. This syllogism misreads the controlling standard for the recovery of fees by copyright  
15 defendants, flips *Fox*’s reasoning on its head, promotes absurd outcomes, and, even if correct,  
16 does not undermine MGA’s entitlement to its fees. “Reasonableness” may affect defendants’  
17 recovery of fees in both the federal civil rights and copyright contexts, but for different reasons.

18 An interest in compensation drives fee awards to civil rights defendants. *Fox*, 131 S.Ct.  
19 at 2215 (“[T]he relevant purpose of § 1988 is to relieve defendants of the burdens associated  
20 with fending off frivolous litigation.”). Federal civil rights statutes, like the one considered in  
21 *Fox*, are mechanisms to safeguard and expand liberties and promote broad compliance with the  
22 law. See *Christianburg Garment Co. v. Equal Employment Opportunity Comm’n*, 434 U.S. 412,  
23 418-19 (1978) (citing *Newman v. Piggie Park Enters., Inc.*, 390 U.S. 400, 401-02, 88 S.Ct. 964  
24 (1968)). Plaintiffs that bring civil rights claims therefore resemble “private attorneys general,”  
25 helping vindicate “polic[ies] that Congress considered of the highest priority.” *Id.* Both because  
26 plaintiffs’ successful prosecutions of federal civil rights claims serve an important public  
27 benefit, and because “violat[ions] of federal [civil rights] law” must be vigorously deterred, a  
28 prevailing civil rights plaintiff “should ordinarily recover an attorney’s fee unless special

1 circumstances would render such an award unjust.” *Newman*, 390 U.S. at 417 (Title II); *see also*  
2 *Christianburg*, 434 U.S. at 417 (Title VII); *Fox*, 131 S.Ct. at 2213. Since successful civil rights  
3 defendants rarely vindicate the same “important public benefits” and civil rights plaintiffs can  
4 hardly be considered “violator[s] of federal law,” civil rights defendants do not enjoy the same  
5 presumption in favor of fee recovery. *Christianburg*, 434 U.S. at 418-19. Instead, defendants’  
6 entitlement to fees rests on “different equitable considerations,” namely the interest in preserving  
7 the integrity of the “adversary judicial process” that must “ultimately effectuat[e]” Congress’  
8 policies, *id.* at 419, and compensating defendants for “shoulder[ing] the burden” of defeating the  
9 “frivolous [or] unreasonable” claims that undermine that process. *Fox*, 131 S.Ct. at 2215; *see*  
10 *also Christianburg*, 434 U.S. at 420-21 (discussing legislative history). Of course, no burden  
11 has been “shouldered” and no compensation is necessary if the defendant would have incurred  
12 its fees anyway, *Fox*, 131 S.Ct. at 2215.

13 Fee awards to copyright defendants serve a purpose loftier than mere compensation:  
14 rewarding a successful defense that “enrich[es] the general public through access to creative  
15 works.” *Fogerty*, 510 U.S. at 527. The rationales that underlie copyright law favor limitation.  
16 Defendants play an important role in “demarcat[ing]” the “boundaries of copyright law” by  
17 raising defenses predicated upon public access to creative works and the novel expression of  
18 ideas. *Id.* Defendants should accordingly be “encouraged to litigate [meritorious copyright  
19 defenses] to the same extent that plaintiffs are encouraged to litigate meritorious claims of  
20 infringement.” *Id.* Unlike the narrow compensatory principles that limit recovery to civil rights  
21 defendants in cases involving frivolous claims, *see Fox*, 131 S.Ct. at 2215, society’s interest in  
22 the assertion of meritorious defenses against *both* reasonable and unreasonable copyright claims  
23 is best achieved through the award of all fees incurred in connection with the claim and related  
24 “claims [that] involve a common core of facts or . . . legal theories.” *Hensley*, 461 U.S. at 435.  
25 That is the standard that has been applied to civil rights plaintiffs, *see Fox*, 131 S.Ct. at 2214,  
26 copyright plaintiffs, *Marsu, B.V. v. Walt Disney Co.*, 185 F.3d 932, 939 (9th Cir. 1999) (applying  
27 *Hensley*’s relatedness standard to contract fee provision), and copyright defendants, *see*  
28 *Twentieth Century Fox Film Corp. v. Entm’t Distributing*, 429 F.3d 869, 884 (9th Cir. 2005).



1 Indeed, Mattel concedes that *Fox* does not affect copyright plaintiffs’ entitlement to fees  
2 incurred in prosecuting “related claims.” Reading *Fox* to nevertheless preclude copyright  
3 defendants from recovering fees spent defending against related claims runs afoul of the rule that  
4 courts should apply the same standards in awarding fees to copyright plaintiffs and copyright  
5 defendants. *See Fogerty*, 510 U.S. at 527.

6 In any event, *Fox* acknowledged that “the ‘but-for’ standard . . . may in some cases allow  
7 compensation to a defendant for attorney work relating to both frivolous and non-frivolous  
8 claims.” 131 S.Ct. at 2216. If the “frivolous” claim implicated greater “monetary exposure” or  
9 “involved a specialized area that reasonably caused [defendant] to hire more expensive counsel,”  
10 a court could find that the “costs would not have been incurred in the absence of the frivolous  
11 allegation.” *Id.* Such is the case here. Mattel sought expansive legal and equitable relief  
12 through its claim for copyright infringement. The parties’ attorneys dedicated significant  
13 resources to that claim as a result, recognizing its potential to enrich Mattel and destroy MGA.

14 Though the Court, for reasons discussed below, still attempts to apportion fees to the  
15 extent practicable, *Fox* does not compel a denial of fees. The specter of billion dollar relief  
16 spurred the vast majority of MGA’s legal expenditures and motivated the parties’ commitment to  
17 litigate the remaining claims. The Court accordingly awards MGA the reasonable attorneys’  
18 fees it incurred in defending against the copyright claim and all related claims.

### 19 3. Pre-Filing Costs

20 MGA is also entitled to recover a modest amount of the fees incurred after the filing of  
21 Mattel’s lawsuit but before the filing of Mattel’s copyright infringement counterclaim.  
22 Prevailing plaintiffs are permitted to recover fees incurred for essential pre-filing activity, *see*  
23 *Webb v. Bd. of Educ. of Dyer County, Tenn.*, 471 U.S. 234, 243, 105 S.Ct. 1923, and  
24 evenhandedness demands that defendants similarly recover fees incurred in the preparation of  
25 their defense against an imminent claim. *See Fogerty*, 510 U.S. at 527. Mattel sought discovery  
26 relevant to its copyright infringement claim before formally moving for leave to assert that claim  
27 in an amended pleading. In response to Mattel’s requests, MGA performed extensive factual  
28 investigation, retrieved physical evidence, researched the law on copyrights, and prepared

1 witnesses to respond to Mattel’s questions about substantial similarity and access during  
2 depositions. It is equitable to reimburse MGA for some of this work not just because MGA’s  
3 early efforts may have directly contributed to its eventual success, but also because Mattel did  
4 not limit its discovery requests prior to the formal filing of its claim for copyright infringement.

5 4. Discussion

6 All but four of Mattel’s claims arose out of the reproduction of the Bratz concept sketches  
7 and sculptures. *See* Fourth Amended Answer and Counterclaims ¶¶ 124(f) (first counterclaim); 129  
8 (second counterclaim); 146 (fourth counterclaim); 154 (fifth counterclaim); 161-62 (sixth  
9 counterclaim); 168 (seventh counterclaim); 176 (eighth counterclaim); 181 (ninth counterclaim);  
10 187 (tenth counterclaim); 194 (eleventh counterclaim); 203 (twelfth counterclaim); 240  
11 (seventeenth claim); *see also* Memo. in Support of Mot. to Confirm Pendency [Docket 7801] at  
12 2:7-9 (arguing that “Mattel’s Bratz-related trade secret claim . . . has long been at issue.”).  
13 Mattel’s thirteenth, fourteenth, fifteenth, and sixteenth counterclaims, which did not survive  
14 MGA’s motion to dismiss, concerned conduct unrelated to Mattel’s copyright infringement  
15 counterclaim and the Court accordingly excludes from the attorneys’ fees award amounts  
16 incurred in defense of those allegations.

17 Some of these claims also encompassed other conduct, including the alleged  
18 misappropriation of Mattel documents using other Mattel employees (a claim the jury rejected).  
19 MGA argues that it is entitled to recover the fees it incurred defending against these allegations  
20 because the claims are related – an argument that hews to the legal rule while betraying its  
21 origins. *Hensley*’s rule ensures that courts do not become bogged down in a “second major  
22 litigation” about the “determination of fees.” *Fox*, 131 S.Ct. at 2216 (quoting *Hensley*, 461 U.S.  
23 at 437). If two claims “involve a common core of facts” or a single “legal theory” supports a  
24 claim to relief arising out of two sets of facts, then one would expect “[m]uch of counsel’s time  
25 will be devoted generally to the litigation as a whole, making it difficult to divide the hours  
26 expended on a claim-by-claim basis” or, in the case of a single claim, on an allegation-by-  
27 allegation basis. *Hensley*, 461 U.S. at 435. For instance, MGA’s attorneys spent thousands of  
28 hours performing routine tasks in connection with the filing of dispositive motions, and

1 allocating out time spent on allegations concerning the Bratz works represents a futile and  
2 wasteful use of judicial resources, especially since counsel's diligence was more likely  
3 motivated by an attempt to defeat Mattel's Bratz-related allegations, and not Mattel's claim that  
4 a few employees downloaded company documents. *Fox*, 131 S.Ct. at 2216.

5 The Court has nevertheless attempted to exclude attorneys' fees and costs incurred  
6 investigating these other allegations of wrongdoing. The Supreme Court has recognized that  
7 "rough justice" is sufficient in the context of fee awards, but justice is still required. Though  
8 MGA's billing records are voluminous, the attorneys hired after December 2007 specifically  
9 identified the tasks they performed, and thereby enabled the Court to easily separate out time  
10 spent on unrelated tasks. Based on these records, the Court estimates that MGA incurred \$24  
11 million in fees for the factual or legal investigation of allegations that did not overlap with the  
12 alleged reproduction of the Bratz concept sketches and sculptures, and excludes that amount from  
13 the total fee award. Mattel does not dispute that the total sum incurred by MGA in defense of  
14 Mattel's claims totals \$129,688,073. *See* Declaration of Stephen Schultz In Support of MGA's  
15 Motion for Attorneys' Fees ¶ 17. Deducting \$24 million in fees unrelated to the copyright claim  
16 results in a total fee award of \$105,688,073.

### 17 5. Other Costs

18 MGA also claims to have incurred approximately \$40 million in costs over the life of this  
19 litigation. That amount must also be reduced, so as to exclude costs unrelated to the copyright  
20 claim, including costs for outside investigators (\$87,807), approximately \$7000 in costs for  
21 deposition recording services, branding research (\$509,806), and a study performed in  
22 connection with MGA's affirmative claims (\$128,800). Recoverable costs do, of course, include  
23 the modest fees paid to Mr. Glenn Vilppu for his copyright specific expert opinion and other  
24 general trial costs incurred over the life of this litigation. Subject to these deductions, MGA's  
25 recoverable costs amount to \$31,667,104.

### 26 **III. Disposition**

27 A fee award is appropriate if a successful defense furthers the purposes of the Copyright  
28 Act. Mattel asserted a copyright claim that was stunning in scope and unreasonable in the relief



1 it requested. The claim imperiled free expression, competition, and the only serious competitor  
2 Mattel had faced in the fashion doll market in nearly 50 years. MGA's successful defense  
3 ensured that well-resourced plaintiffs cannot bend the law to suit their pecuniary interests. For  
4 these reasons, and pursuant to 17 U.S.C. § 505, the Court awards MGA \$105,688,073.00 in  
5 attorneys' fees and \$31,677,104.00 in costs.<sup>9</sup>

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7  
8 IT IS SO ORDERED.

9 DATED: August 4, 2011

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DAVID O. CARTER  
13 United States District Judge  
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24 <sup>9</sup> MGA's *ex parte* Application to Compel Production of Evidence in Connection  
25 with the Hearing on Motions for Attorneys' Fees [Docket 10574] is DENIED. Mattel's  
26 Motion to Compel MGA Entertainment, Inc. and Mr. Machado to Produce Attorney  
27 Billing Records [Docket 10676] is DENIED. Mattel's Motion to Compel the Production  
28 of the Declaration of Stephen Schultz [Docket 10634] is STRICKEN AS MOOT, in light  
of MGA's withdrawal of its request to submit that Declaration to the Court, *see* Docket  
10682. Mattel's Motion to Compel Production of, or Strike, Cost Materials and  
Additional Cost Invoices [Docket 10672] is DENIED.

# **EXHIBIT**

**83**

COPY

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8 BULLIS CHARTER SCHOOL

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SANTA CLARA

11  
12 BULLIS CHARTER SCHOOL,  
13 Petitioner,

14 v.

15 LOS ALTOS SCHOOL DISTRICT; BOARD OF  
16 TRUSTEES OF THE LOS ALTOS SCHOOL  
DISTRICT; and TIM JUSTUS, in his capacity as  
17 District Superintendent,  
18 Respondents.

(ENDORSED)  
**FILED**  
OCT 18 2013  
DAVID H. YAMASAKI  
Clerk of the Court  
Superior Court of the County of Santa Clara  
BY: \_\_\_\_\_ DEPUTY

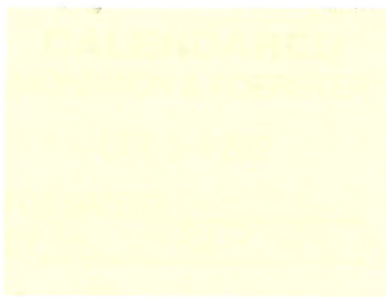
CASE NO. 109CV144569

**SUPPLEMENTAL  
DECLARATION OF ARTURO J.  
GONZÁLEZ IN SUPPORT OF  
BULLIS CHARTER SCHOOL'S  
MOTION FOR ATTORNEYS'  
FEES**

Date: December 12, 2013  
Time: 9:00 a.m.  
Dept: 5

The Honorable Carol Overton

Petition Filed: June 10, 2009



28

1 I, Arturo J. González, declare as follows:

2 1. I am Co-Chair of the Litigation Department at Morrison & Foerster LLP, counsel  
3 for Petitioner Bullis Charter School in this action. I am licensed to practice law in the United  
4 States Supreme Court, the United States Court of Appeals for the Ninth Circuit, and all state and  
5 federal courts in California. I have personal knowledge of the facts stated herein and could testify  
6 competently to them if called upon to do so.

7 2. This declaration supplements my declaration filed on August 10, 2012 (Dkt. No.  
8 190). Like this declaration, my August 10, 2012 declaration was filed in support of Bullis’  
9 Motion for Attorneys’ Fees under section 1021.5 of the Code of Civil Procedure (Dkt. No. 189).  
10 Although the motion – and Bullis’ supporting memorandum – was filed over a year ago, the  
11 parties have not yet completing briefing. This updates my August 10, 2012 declaration, and, as  
12 discussed below, attaches legal bills since August 2012 for our work responding to the District’s  
13 substantial discovery that the District claims was necessary to respond to Bullis’ motion for legal  
14 fees. Together with this declaration, we are filing an amended notice of our motion as well as a  
15 supplemental Declaration of Jed Wallace (Mr. Wallace also filed a declaration on August 10,  
16 2012 (Dkt No. 191)). Because our memorandum of points and authorities (Dkt. No. 190) has not  
17 changed, we rely on our August 10, 2012 filing.<sup>1</sup>

18 3. Bullis Charter School (“Bullis”) retained Morrison & Foerster in 2008, when it  
19 was sued (as real party in interest) by the Los Altos School District (the “District”) regarding its  
20 County-approved admissions policy. Bullis prevailed. I have represented Bullis since, and began  
21 work as lead counsel on this engagement in early 2009.

22 **LEGAL EXPERIENCE**

23 4. In evaluating a fee request, one of the things courts consider is the experience and  
24 background of the lawyers who did the work. I am a trial lawyer. I graduated from Harvard Law  
25 School in 1985, began working as an associate at Morrison & Foerster in September of 1985, and

26 \_\_\_\_\_  
27 <sup>1</sup> We note that the citations to the González Declaration in Bullis’ memorandum refer to  
28 my original, August 10, 2012, declaration.

1 became a partner in 1992. I am an Associate with the American Board of Trial Advocates, an  
2 organization that requires the equivalent of 20 civil jury trials for consideration. I have  
3 successfully defended three trials where my client was a defendant sued in each case for more  
4 than \$1 billion. I have also obtained four verdicts for plaintiffs that were each in excess of \$10  
5 million. I have tried cases in a variety of complex substantive areas, including seven civil rights  
6 cases to verdict and cases involving trade secrets, the Lanham Act, copyright, fraud, contract  
7 disputes, unfair business practices, legal and medical malpractice, race and sex discrimination, tax  
8 matters, and criminal law.

9         5. I have worked on many matters affecting the public interest and public education  
10 throughout my career, including *Butt v. State of California* (1992) 4 Cal.4th 668, one of  
11 California's most important public school decisions, which I argued in the California Supreme  
12 Court. That case held that a premature closure of public schools would violate a child's  
13 fundamental right to a public education. I served as lead counsel for plaintiffs, representing  
14 public school parents and their children who resided in the district.

15         6. I also have significant appellate experience. I have argued cases before the  
16 California Supreme Court, the First, Third, and Sixth District California Courts of Appeal, and  
17 the Ninth Circuit.

18         7. I have received a number of awards and acknowledgements for my legal work. In  
19 2009, I was recognized by the *National Law Journal's* "Winning" Special Report as one of the  
20 top 10 trial lawyers in the United States. From 2010-2013, I was selected as one of the country's  
21 top trial lawyers by *Legal 500 US*, which described me as "incredibly impressive on his feet" and  
22 "a great leader." From 2006-2012, I was named by the *California Daily Journal* as one of  
23 California's Top 100 leading lawyers, and was recommended as a leading lawyer by *Best*  
24 *Lawyers in America* in 2011 and 2012. In 2008, I was selected by *The National Law Journal*  
25 among the "50 Most Influential Minority Lawyers in America," by *Hispanic Business* as one of  
26 the 100 most influential Latinos in the United States, and by *Lawdragon* as one of the 500  
27 Leading Lawyers in America. In 2003, the *American Lawyer* magazine selected me as one of the  
28 nation's top 45 lawyers under the age of 45, and in 1995, the *National Law Journal* selected me

1 as one of the nation's top 40 lawyers under the age of 40. In addition, in 1991, *California Law*  
2 *Business* selected me as one of the top 20 young lawyers in California. I have also been named as  
3 a leading litigation attorney in California by *Chambers USA*.

4 8. I have served as Co-Chair of Morrison & Foerster's Litigation Department since  
5 2010; prior to assuming that role, I served as Chair of the firm's Trial Practice Group. In these  
6 roles, and during the course of my 28-year legal career, I have been active in teaching other  
7 lawyers. I have chaired panel presentations on behalf of the Practising Law Institute ("PLI") and  
8 have served on more than twenty panels for the California Continuing Education of the Bar  
9 ("CEB") in different substantive areas. This past August, I was Chairperson for a new PLI  
10 Program on trial skills entitled "California Trial Advocacy." I moderated one of the panels,  
11 entitled "Preparing Your Case for Trial." I have served on six panels on The Effective Delivery  
12 of Opening Statements and Closing Arguments (and was moderator for two of those panels), and  
13 have also served on panels regarding preparing cases for trial, motion practice, recent  
14 developments in the law, expert witnesses, courtroom technology, and discovery issues. I have  
15 also made a presentation on professional malpractice, and have taught lawyers the effective way  
16 to take depositions. I have lectured to over 3,000 lawyers throughout California. In addition, I  
17 have made a presentation to lawyers in Puerto Rico on trial preparation, including the effective  
18 use of videotaped depositions at trial.

19 9. I am also active in bar activities. In 2010, I served as the President of the Bar  
20 Association of San Francisco.

21 10. I have received awards for my legal work from a number of organizations,  
22 including the Alameda County Board of Education, which awarded me with a Public Education  
23 Service Award for representing the public high school students of California in a challenge to the  
24 High School Exit Exam. I have also received commendations from the California State Senate  
25 and the California State Assembly. I have been honored by the League of United Latin-American  
26 Cities, the Mexican-American Political Association, La Raza Centro Legal, and the San  
27 Francisco, East Bay, and Fresno La Raza Lawyers' Associations. Numerous public interest  
28 organizations have recognized me for my work affecting the public interest.

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**THIS LITIGATION**

11. In early 2009, Bullis engaged Morrison & Foerster to analyze the legality of the District's facilities offer and methodology. Prior to filing this lawsuit, we conducted an extensive analysis of the District's facilities offer, informed the District of all of the ways in which it was deficient, and asked the District to correct those deficiencies. We hoped that through open dialogue and negotiation, we could avoid litigation. But the District refused to address the issues Bullis identified. We had no choice but to file a lawsuit, which we did in June 2009.

12. This case has been vigorously litigated for over four years. It was not an easy case to win. The District has hired multiple law firms to fight Bullis, including the international law firm of Reed Smith. In addition, multiple parties have filed multiple amici briefs that we have had to address, both in the appellate and trial courts.

**THE DISTRICT'S INACCURATE MEASUREMENTS**

13. From the beginning of this engagement, and throughout the litigation, Bullis' job was particularly difficult due to the numerous steps that the District took that made it difficult to compare the facilities at comparison group schools and those offered to Bullis. For example:

- The District knowingly used – and filed with the Court – old site plans that overstated the amount of space offered to Bullis. Attached as **Exhibit A** to my original (August 10, 2012) declaration is a true and correct copy of a declaration (with relevant exhibits only) detailing the District's filing of a declaration from their architect that contained inaccurate measurements of Bullis. Exhibit A was filed on October 26, 2009, in support of Bullis' petition. (See Dkt. No. 77.) Even though the District admitted that the map was wrong, and although the Court of Appeal noted the District's use of the erroneous map and figures, the District continued to use the same outdated map. (See Supplemental Declaration of Andrea Eyring In Support of Bullis' Motion to Compel Compliance, Dkt. No. 180, ¶¶ 10-11; *Bullis Charter School v. Los Altos School District* (2011) 200 Cal.App.4th 1022, 1057, fn. 24 (*Bullis*).



- 1 • The District failed to identify which physical space on each campus it  
2 considered in its Proposition 39 analysis, despite Bullis’ pre-litigation requests  
3 that the District explain the discrepancy between the total site size of each  
4 campus and the amount of space reported in the District’s Proposition 39  
5 analysis. Instead of identifying which space it did and did not count, the  
6 District forced Bullis to painstakingly walk the District’s Assistant  
7 Superintendent Randy Kenyon through numerous numbered photographs of  
8 each school in deposition to determine what the District did and did not count.  
9 (*Bullis, supra*, 200 Cal.App. 4th at p. 1045.)
- 10 • The District mis-reported actual size of numerous facilities at the comparison  
11 group schools, by using “standard room sizes.” These were measurements that  
12 were not tied to actual (or even average) size of the real facilities. Despite  
13 Bullis’ multiple requests, the District refused to explain to Bullis how it arrived  
14 at its “standard” measurements. Instead, to confirm whether “standard”  
15 measurements were accurate, Bullis had to take its own measurements of  
16 comparison group schools and conduct detailed analysis of voluminous site  
17 maps. It found that the “standard” measurements were wrong. Only then did  
18 Mr. Kenyon admit, in deposition, that standard room sizes were invented by  
19 the District. (*Bullis, supra*, 200 Cal.App. 4th at pp. 1060-1061.)
- 20 • The District counted space at Bullis underneath buildings as “blacktop play  
21 space” while also counting the buildings as indoor space, and changed its view  
22 of what counted as “blacktop” or “turf” at comparison group schools to make  
23 them appear smaller. (*Bullis, supra*, 200 Cal.App. 4th at pp. 1044-1046.)
- 24 • The District used inconsistent and shrinking measurements to represent certain  
25 areas at comparison group schools, despite the fact that there had been no  
26 changes to the configurations or sizes of the comparison group schools.  
27 (*Bullis, supra*, 200 Cal.App. 4th at p. 1046.)  
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- 1 • The District failed to accurately report (and in some cases, failed to even  
2 measure) site size. (*Bullis, supra*, 200 Cal.App. 4th at pp. 1050-1052.) Bullis  
3 had to engage various individuals – including an aerial photographer, engineer,  
4 and architect/designer – to obtain measurements that the District refused to  
5 provide.
- 6 • The District failed to report the amount of space per student at comparison  
7 group schools. (*Bullis, supra*, 200 Cal.App. 4th at pp. 1050, 1055.) Bullis had  
8 to reverse engineer these calculations.
- 9 • The District failed to specify the sharing arrangements that would restrict  
10 Bullis’ use of the facilities offered, and counted restricted use space as if it had  
11 been offered on a 100% basis. (*Bullis, supra*, 200 Cal.App. 4th at p. 1059.)
- 12 • The District withheld building and site plans from Bullis, despite multiple  
13 requests (including requests before litigation began), forcing us to go to the  
14 Division of State Architect to obtain these plans. This took us, and DSA,  
15 significant time and effort. When the District finally allowed us to inspect site  
16 plans, months later (and well into litigation), they first directed us to old  
17 building and site plans that were clearly irrelevant. Only after considerable  
18 pressure did the District drive us to a completely different location where the  
19 relevant documents were stored.

20 14. In order to demonstrate and explain the District’s improper methodology and  
21 allocation, we had to spend significant amounts of time reverse engineering and cross-checking  
22 the District’s process:

- 23 • We reviewed volumes of historical documents, including, among others, all  
24 documents related to each Proposition 39 offer since Bullis’ inception, District  
25 budget reports for accurate total site size measurements, demographer’s  
26 reports, District Board minutes, and documents submitted by the District to  
27 Facilities Planning Division of the Department of Education.

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- 1 • We noticed and took the deposition of various District administrators and  
2 agents, including Mr. Kenyon (to find the truth about what he did and did not  
3 consider in his Proposition 39 analysis and accurate site measurements, among  
4 other things) and the District’s architect, Lawrence Schadt (to determine  
5 whether accurate maps were used to take measurements and what he was  
6 instructed to exclude from his measurements).
- 7 • We engaged various subject matter experts to, among other things, take aerial  
8 photographs, create Auto-CAD files, and determine site size measurements.

9 15. Despite these difficulties, Bullis’ efforts have resulted in a published opinion that  
10 will benefit charter school students throughout the state. (See Declaration of J. Wallace  
11 (“Wallace Dec.”), filed on August 10, 2012 (see Dkt. No 191); see also Supplemental Declaration  
12 of J. Wallace (“Supp. Wallace Dec.”), filed concurrently herewith.)

13 **MY CUSTOMARY HOURLY RATE**

14 16. One of the factors that courts consider in determining a reasonable hourly rate is  
15 the customary rate that is charged by the attorney. In 2009, my customary billing rate was \$750  
16 per hour. In 2010, my customary billing rate was \$795. In 2011, my customary billing rate was  
17 \$835. My 2012 customary billing rate was \$875. Early in 2012, I tried a case in the Southern  
18 District of New York where I billed the client \$875 an hour for my time. My current customary  
19 billing rate is \$950.

20 17. Bullis received a 5% discount off of all of our hourly rates from the beginning of  
21 this engagement through the end of 2012. The District’s tactics (further discussed below) have  
22 caused me significant concern about the cost of this litigation. In an effort to stem those costs, I  
23 have followed a strict “push work down” to associates policy (also discussed below). I have also  
24 increased the discount that the firm has given the client on this engagement. For example, in late  
25 2012, the associate discount increased to 10%, and in January 2013, this discount was applied to  
26 all timekeepers (including me). In March 2013, we increased the Bullis discount to 15% for  
27 associates and legal assistants.

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1 reasonable equivalence analysis—from which such a finding [of bad faith] could be made.” (*Id.*  
2 at p. 1063, fn. 35.)

3 22. In addition, the legal arguments made in the District’s Petition for Review conflict  
4 with other legal positions advocated by the District in this Court. Here are just a few notable  
5 examples from the briefing before this Court pertaining to the Proposed Judgment:

6 **Site Size.** Bullis’ proposed judgment stated that “[t]he District shall provide Bullis with a  
7 site and facilities that are reasonably equivalent to the 10-acre minimum sites enjoyed by  
8 comparison schools.” (Amended Proposed Judgment at 1.) The District objected to this  
9 language on the ground that “[t]he court of appeal decision does not require provision of a  
10 specific size site.” (Respondents’ Objections at 4:6, Dkt. No. 111.) But in the Supreme  
11 Court and Court of Appeal the District argued repeatedly that:

12 [Under the Court of Appeal’s opinion,] a district *must* . . . provide a  
13 school site of equal size [to the charter school]. (Pet. for Review at  
14 15, italics added.)

15 [T]he Opinion transforms site size into an overriding consideration,  
16 requiring a district to provide a site of equal size [to the charter  
17 school] to those of the comparison school sites. (Pet. for Review at  
18 30.)

19 [T]he Court [of Appeal] hails site size as an overriding  
20 consideration. (Pet. for Rehearing at 50.)

21 [The Court of Appeal opinion] elevat[es] . . . ‘school site size’ to  
22 the primary consideration in the analysis. (Req. for Depublication  
23 at 6.)

24 [T]he Opinion elevates site size to *the* overriding factor. (Reply In  
25 Support of Pet. for Review at 14.)

26 **Allocation of Facilities.** Bullis’ proposed judgment also stated that “the District shall  
27 consider total site size and account for (and allocate reasonably equivalent building and  
28 outdoor space to Bullis for) *all* building and outdoor space on any and all comparison  
school sites.” (Amended Proposed Judgment at 1.) The District objected on the ground  
that “[t]he court of appeal decision says nothing about what the District needs to allocate –  
it only opines as to what the District needs to consider.” (Respondents’ Objections at 5,  
10.) Compare this to the District’s arguments in prior briefs:

1 [Under the Court of Appeal’s Opinion,] a district *must . . . allocate*  
2 ‘equal’ space to the charter school. (Pet. for Review at 15, italics  
added.)

3 [U]nder the Opinion, a district *must . . . allocate* each and every  
4 category of non-teaching space to a charter school.” (Pet. for  
Review at 22-23, italics added.)

5 [A] district *must* count every facility at every comparison school  
6 and *provide* each facility to the charter school. (Reply In Support  
of Pet. for Review at 13, italics added.)

7 [T]he Opinion indicates that [the] district *must . . . provide*  
8 additional space or access, to *another* multi-purpose room to meet  
the ‘reasonably equivalent requirement. (Pet. for Review at 32,  
italics added.)

9  
10 The [Court of Appeal] Opinion . . . finds that a school district must  
include [in its facilities offer] before- and after-school childcare  
11 facilities if comparison schools also include such facilities. (Pet.  
for Rehearing at 49; see also Pet. for Review at 33 [same]; Reply In  
12 Support of Pet. for Review at 16 [same].)

13 **Consideration of All Space.** Bullis’ proposed judgment stated that “[t]he District shall,  
14 in its reasonable equivalency analysis, disclose and utilize the actual size of building and  
15 outdoor space at comparison schools.” (Amended Proposed Judgment at 1.) The District  
16 objected because “[t]he court of appeal does not dictate how the District shall document its  
17 consideration, . . . . Mathematical precision is not required; a fair representation of space  
18 may be given in a number of ways.” (Respondents’ Objections at 6.) Likewise, the  
19 District objected to measuring all outdoor space, on the ground that “[t]he court of appeal  
20 decision does not order the District . . . to measure everything.” (*Id.* at 7.) The District  
21 also objected to proposed language requiring the District to provide accurate  
22 measurements of the outdoor and building space offered to Bullis, because “[t]he court of  
23 appeal decision . . . does not mandate measuring every single space.” (*Id.* at 8.)

24 Again, the District sang a different song in the Supreme Court and Court of Appeal:

25 [T]he Opinion . . . requires a district to measure *all square feet of*  
26 *space* which is not considered ‘teaching station space’ or  
27 ‘specialized classroom space.’ (Reply In Support of Pet. for  
Review at 12, italics added.)

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1 [T]he [Court of Appeal] Opinion . . . requires *calculations and*  
2 *articulation* of every square inch of space, usable or not. (Pet. for  
Rehearing at 35, italics added.)

3 One of the [Court of Appeal] Opinion’s *primary holdings requires*  
4 school districts to include every square foot of a parcel on which a  
school sits in its consideration of a facilities request. (Pet. for  
Rehearing at 42, italics added.)

5 [E]very patch of dirt, hillside, space occupied by a cell phone tower  
6 or space otherwise essentially unusable to students and staff must  
7 be considered in the analysis. (Pet. for Rehearing at 42.)

8 [A] district must . . . meticulously measure *all* space at each  
9 comparison school site, . . . [and] identify every category of space  
at every comparison school site. (Pet. for Review at 15-16.)

10 The Opinion . . . concludes a district must count every category of  
11 facility at every school site. (Pet. for Review at 29; see also  
Request for Depublication at 6 [same]; Reply In Support of Pet. for  
Review at 13 [same].)

12 [T]he Opinion imposes a requirement of ‘arithmetical precision.’  
13 (Reply In Support of Pet. for Review at 11.)

14 23. When we appeared before this Court to argue regarding the Proposed Judgment,  
15 the District’s lawyers from Reed Smith told this Court (without a clear explanation) to disregard  
16 the District’s objections to the Proposed Judgment. Specifically, Ray Cardoza told this Court that  
17 that “[y]ou can consider the objections withdrawn.” (A true and correct excerpt from the  
18 transcript of this hearing is attached as **Exhibit C** (see 3:10-11) to my original (August 10, 2012)  
19 declaration.) However, by that point, I had personally spent a significant amount of time  
20 digesting and responding to that brief. At no point prior to Mr. Cardozo making this statement in  
21 open court had I been given notice that the District was going to “withdraw” their written  
22 objections to the Proposed Judgment.

### 23 DELEGATING WORK TO ASSOCIATES AND CLIENTS

24 24. In order to more efficiently handle this matter, I delegated significant  
25 responsibilities to the associate working on this case, including covering nearly all of the  
26 depositions, drafting all of the written discovery and submissions to the Court, interviewing  
27 witnesses, and handling conferences and negotiations with opposing counsel.

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1           25.     Suzanna Brickman has been the associate who has assumed primary responsibility  
2 for the day-to-day tasks on this case since its inception. Ms. Brickman is a 2006 graduate from  
3 Stanford Law School. Prior to associating with Morrison & Foerster, Ms. Brickman completed a  
4 one-year fellowship in education law at The Johns Hopkins University. Ms. Brickman has been  
5 working with Bullis since 2008, and has worked on this engagement since its inception in 2009.  
6 She drafted the petition and most of the briefs, and drafted most of the written discovery and took  
7 or defended many of the depositions. In 2009, Ms. Brickman's customary billing rate was \$400;  
8 in 2010, it was \$480; in 2011, it was \$570; in 2012, it was \$620; and it is currently \$650. Despite  
9 these customary rates, Morrison & Foerster reduced Ms. Brickman's hourly rate as follows: \$380  
10 in 2009, \$456 in 2010, \$541.50 in 2011, \$589 in 2012 (in late 2012 this was reduced to \$558),  
11 and \$552.50 in 2013. As discussed above, these rates reflect a 5-15% discount.

12           26.     In addition to Ms. Brickman, associate Maggie Mayo assisted with this case in  
13 April through September 2009. At the time, Ms. Mayo was a first year associate (she is a 2008  
14 graduate of the University of California, Berkeley, School of Law) and billed at a customary rate  
15 of \$295 (Bullis was billed \$280.25 for her time). Moreover, several summer associates have  
16 conducted legal research and analysis on this matter since 2009 (including research related to this  
17 motion and the currently pending motion to compel compliance); most of this work has not been  
18 billed to the client.

19           27.     To further improve efficiency and reduce the number of hours billed by Morrison  
20 & Foerster, Bullis Board and committee members have volunteered many hours to case strategy  
21 and fact development, as well as negotiations with the District, since the beginning of this  
22 litigation. For example, Andrea Eyring, a six-year Bullis Board member who holds a bachelor  
23 and master degree in electrical engineering from Brigham Young University, spent many hours  
24 on this litigation. Ms. Eyring took extensive measurements of all relevant District campuses –  
25 including indoor space, outdoor space, and overall site size. Ms. Eyring also reverse engineered  
26 numerous District facilities offers in order to show the District's inconsistent and inaccurate  
27 measurements, overstatement of Bullis' measurements, understatement of comparison schools'

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1 measurements, and the otherwise obfuscated discrepancy between Bullis' facilities and those of  
2 the comparison group schools.

3 28. Francis La Poll, another Bullis Board member, has also volunteered many hours to  
4 this litigation in order to reduce Bullis' fees. Mr. La Poll graduated from Stanford Law School,  
5 served as a Ninth Circuit clerk, and is currently an AV-rated lawyer in private practice. Mr. La  
6 Poll served as a two-term Mayor of the City of Los Altos. Mr. La Poll was particularly helpful in  
7 mediation, where we were able to reach a settlement in principle with the District's negotiating  
8 committee.

9 29. I also delegated significant tasks to my law school classmate, David Spector, who  
10 has volunteered many hours to this matter. Mr. Spector is a cum laude graduate of Harvard Law  
11 School. He has played an integral role in, among other things, analyzing the District's  
12 Proposition 39 methodology, formulating legal strategy, and revising briefs. His work saved  
13 Bullis thousands of dollars; without Mr. Spector's assistance, I would have spent considerably  
14 more time on this matter.

15 30. Several other Bullis Board and committee members have dedicated substantial  
16 amounts of time to this litigation. Had I not been able to delegate fact development (among other  
17 tasks) to them, both Ms. Brickman and I would have had to spend considerably more time on this  
18 engagement. Because Ms. Brickman is also responsible for other matters, I would have likely  
19 had to put another associate on this case. This would have increased legal fees, especially given  
20 the complex facts of this case and the time it takes to getting up to speed. Moreover, I believe we  
21 would have had to retain at least two experts to conduct the work that our clients were delegated.

22 31. I took other measures to ensure that this matter was handled efficiently. For  
23 example, Bullis limited the number of depositions it took, and sought expedited briefing on  
24 multiple occasions. We also assigned organizational and filings tasks that would ordinarily have  
25 been completed by legal assistants to experienced legal secretaries and did not bill for that work.

#### 26 **APPELLATE COURT PREPARATION AND PROCEEDINGS**

27 32. On appeal, I asked retired Justice Miriam Vogel, who is a Senior Of Counsel at  
28 Morrison & Foerster, to assist with briefing. Justice Vogel, a graduate of Whittier Law School,

1 spent eighteen years as a Justice on the California Court of Appeal, Second Appellate District,  
2 Division One, and five years as a judge on the Los Angeles Superior Court. Justice Vogel is a  
3 member of the California Academy of Appellate Lawyers and serves on the Ninth Circuit  
4 Advisory Board. Although Justice Vogel's customary rate was \$765 in 2010, \$800 in 2011, and  
5 \$850 in 2012, her hourly rate to Bullis was \$726.75, \$760, and \$807.50, respectively.  
6 Ms. Brickman also played a large role in preparing the appellate court filings, as did the Bullis  
7 volunteers. Again, for the sake of efficiency, I delegated most of the work regarding the appeal to  
8 others.

9 33. Even after the Court of Appeal issued its opinion, we operated with as much  
10 efficiency as possible in the face of a concerted effort by the District to set aside the opinion. The  
11 District filed three post-appeal briefs: a Petition for Rehearing, Petition for Review, and Reply in  
12 Support of Petition for Review. In addition, the District filed a Request for Depublication.  
13 Moreover, the California School Boards Association submitted an amicus letter in support of the  
14 District's Petition for Review. We successfully opposed the District's efforts to overturn the  
15 Court of Appeal's opinion.

#### 16 **POST-APPEAL TRIAL COURT PREPARATION AND PROCEEDINGS**

17 34. When this case was remanded to the trial court following remittitur, we took  
18 various steps to expedite post-appeal matters and resolution of the litigation. Bullis appeared ex  
19 parte 6 court days after remittitur issued and asked the Court to move forward status conference,  
20 sign a proposed judgment, and expedite any briefing on the form of judgment. The parties are  
21 continuing to litigate whether the District has complied with the Court's order and writ – that  
22 motion is currently on appeal.

23 35. In addition, when Bullis filed this fees motion in August 2012, the District served  
24 substantial discovery requests– seeking from Bullis documents and information including: all  
25 admission applications Bullis received from 2008-present; Bullis' special education expenses; the  
26 occupations of all Bullis parents from 2009 to the present; the average annual income of parents  
27 who send their children to Bullis; the net worth of parents who send their children to Bullis;  
28 Bullis' recruiting and enrollment materials since 2004; the investment strategy and earnings of the

1 independent and non-party Bullis-Purissima Elementary School Foundation; the Los Altos Hills  
2 City Counsel's pursuit of a school site; Bullis' legal committee; a group of volunteer parents who  
3 looked for a site for Bullis nearly a decade ago; and Bullis' agreements with non-party vendors;  
4 and legal bills from other litigation.

5 36. Since the summer of 2012, the District has served six sets of document requests  
6 (84 requests) and five sets of interrogatories (87 interrogatories). Bullis has responded to each,  
7 and has produced nearly a thousand pages of documents. In addition, we have engaged in  
8 countless hours of meet and confer communications and correspondence.

9 37. In addition to the aforementioned written discovery, the District also took two  
10 depositions and served five third party subpoenas, resulting in the production of over 3,200 pages.

#### 11 **SETTLEMENT OF LEGAL FEES AND MEDIATION**

12 38. We have made several attempts to avoid further litigation and settle the issue of  
13 legal fees. First, I sent the District a letter in early 2012, offering to settle legal fees for an  
14 amount substantially less than the fees actually incurred in the course of this litigation. The  
15 District did not respond to the offer.

16 39. Then, in February 2012, Bullis invited the District to mediation with the intent to  
17 reach a long-term solution regarding facilities and to settle outstanding litigation issues, including  
18 legal fees. We attended numerous mediation sessions with the District. The public details of the  
19 mediation with retired Justice Richard J. McAdams are discussed in the Declaration of Ken  
20 Moore, filed in support of Bullis' Motion for Compliance. (Dkt. No. 139.) Although the parties  
21 reached a tentative agreement that included Bullis' waiver of legal fees, the District subsequently  
22 refused to adopt the agreed upon deal terms. (See Exhibits P and Q to the Declaration of Ken  
23 Moore in Support of Bullis' Motion for Compliance, Dkt. No. 139.)

#### 24 **IMPACT OF THIS CASE**

25 40. As discussed in the memorandum of points and authorities and Declaration of Jed  
26 Wallace (Dkt. Nos. 189, 191) and the Supplemental Declaration of Jed Wallace, filed  
27 concurrently herewith, the Court of Appeal's published opinion reaches far beyond just the  
28

1 parties and provides critical analysis that will guide school districts and charter schools across the  
2 state.

3 41. In addition, the impact of this case is evident in light of the publicity it has  
4 received since the Court of Appeal issued its opinion. For example, the lawsuit was the subject of  
5 legal alerts on various education-related websites, including the websites of the Charter School  
6 Development Center (<http://www.chartercenter.org/resources>, *last visited* Aug. 9, 2012),  
7 California Charter Schools Association (“CCSA”) (Wallace Dec. Ex. A at 1-18), Financial Crisis  
8 & Management Team Assistance ([www.fcmat.org/2012/01/20](http://www.fcmat.org/2012/01/20) and [www.fcmat.org/2012/01/24](http://www.fcmat.org/2012/01/24),  
9 *last visited* Aug. 9, 2012), and the law firm of Middleton, Young, and Minney  
10 ([http://www.mymcharterlaw.com/pdf/Bullis\\_v\\_%20Los\\_Altos\\_School\\_District\\_legal\\_alert\\_1028\\_11\\_%28PCM%20final%29.pdf](http://www.mymcharterlaw.com/pdf/Bullis_v_%20Los_Altos_School_District_legal_alert_1028_11_%28PCM%20final%29.pdf), *last visited* Aug. 9, 2012). As the CCSA noted, this case  
11 represents “[a]n important victory for Prop. 39 statewide . . . . This action by the Court lets stand  
12 the published decision for use throughout the state.” (Wallace Dec. Ex. A at 7.)

14 42. Attached as **Exhibit D** to my original (August 10, 2012) declaration are excerpts  
15 from the District’s post-appeal briefs in the Court of Appeal and Supreme Court. We have  
16 highlighted some of the portions of these briefs in which the District concedes that this case is one  
17 that affects broad public interests, and one that will have a significant practical impact on school  
18 districts.

19 43. Attached as **Exhibit E** to my original (August 10, 2012) declaration is a  
20 presentation given by Sue Ann S. Evans of Dannis Woliver Kelley, the law firm that represented  
21 the District from the inception of this litigation through the appeal (Ms. Evans was counsel of  
22 record until late February 2012, when her firm was substituted by Reed Smith).<sup>2</sup> In the  
23 presentation (which was given on March 29, 2012 at the Small School Districts’ Association  
24 Annual Conference), the District’s own lawyer acknowledged the broad impact of this case. (Ex.  
25 E at 38 [among other things, noting that under *Bullis* “[a] district must include all square footage

26 \_\_\_\_\_  
27 <sup>2</sup> We found this presentation on the Small School Districts’ Association’s website (*last*  
28 *visited* Aug. 9, 2012).

1 of comparison school sites when determining the facilities offered” and that the Court of Appeal  
2 “[i]n measuring the facilities a district may not count the entire square footage of a facility if the  
3 charter school is sharing that facility with a district-operated school”].)

4 44. In addition, the appellate court’s decision in *Bullis* is agendized as a “hot topic” to  
5 be discussed at the California Council of School Attorneys 2012 Fall Workshop. A true and  
6 correct copy of the webpage describing the 2012 Fall Workshop is attached as **Exhibit F** to my  
7 original (August 10, 2012) declaration. “The California Council of School Attorneys (CCSA) is .  
8 . . . comprised of attorneys who represent school districts in California. . . . It is affiliated with the  
9 California School Boards Association.” (See  
10 [www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx](http://www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx), last visited  
11 Aug. 7, 2012.) This is the same organization that submitted an amicus letter to the Supreme  
12 Court in support of the District’s Petition for Review, and has now filed an application to appear  
13 as amicus curiae in the trial court.

14 45. Based on my associate’s research, I understand that the Court of Appeal’s opinion  
15 has been subsequently cited in several cases and legal briefs, and is cited in numerous secondary  
16 source materials regarding education, mandamus, standard of review, mootness, and agency  
17 discretion. Moreover, the lawsuit has also been the subject of press coverage from various news  
18 sources, including those outside the immediate Los Altos vicinity. The case was recently cited in  
19 a Howard Law Journal Note and Comment calling for a legislative and judicial remedy for  
20 inadequate school facilities.

#### 21 HOURS WORKED ON THIS ENGAGEMENT

22 46. Attached as **Exhibit G** to my original (August 10, 2012) declaration is a copy of  
23 the hourly billings submitted to Bullis from the beginning of this litigation through July 2012 (the  
24 last billing submitted before Bullis filed its fees motion). In my professional judgment, all of the  
25 time included in Exhibit G was reasonably necessary to litigate this case successfully on behalf of  
26 Bullis.<sup>3</sup>

27 <sup>3</sup> We have redacted a few entries that disclose privileged information or that concern  
28 issues for which we are not seeking fees.





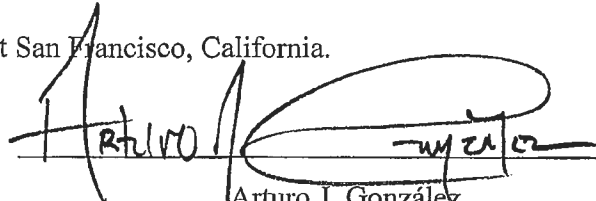
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**FEES SOUGHT**

50. When we sought fees in August 2012, in addition to the 5% discount Bullis was given, we sought to recover only 95% of the fees it paid to Morrison & Foerster. Accordingly, the District was asked to pay for only 90% of the work done by Bullis' lawyers. As discussed above, the fees we have added since our filing reflect a discount of up to 15%.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 18th day of October at San Francisco, California.

  
Arturo J. González

# **EXHIBIT**

**86**

**ORIGINAL**

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2 Marcellus A. McRae (SBN 140308)  
Meghan Blanco (SBN 238171)  
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**FILED**  
LOS ANGELES SUPERIOR COURT

APR 09 2009

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*John A. Clarke*  
BY JALON TAYLOR, DEPUTY

9 Attorneys for PLAINTIFFS Esperanza Rogel,  
Gerardo Espinoza, Oscar Leon, Marcos Martinez,  
10 Jaime Torres, and California ACORN, Los  
Angeles Chapter

11 Additional counsel listed on following page.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13  
14 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 ESPERANZA ROGEL, *et al.*,

16 PLAINTIFFS,

17 v.

18 REDEVELOPMENT AGENCY OF THE CITY  
19 OF LYNWOOD,

20 Defendant.

) Case No. BS106592

)  
) **DECLARATION OF WAYNE BARSKY IN**  
) **SUPPORT OF PLAINTIFFS' MOTION FOR**  
) **ORDER AWARDING ATTORNEYS' FEES**

) Hearing Date: May 1, 2009

) Hearing Time: 9:00 a.m.

) Hearing Place: Dept: 20

) Judge: Hon. Kevin C. Brazile

)  
) (Filed Concurrently: Plaintiffs' Motion for  
) Award of Attorneys Fees; Memorandum of  
) Points and Authorities in Support thereof;  
) Supporting Declarations of Wayne Barsky,  
) Marcellus McRae, Meghan Blanco, Michael A.  
) Brown, Kristy S. Grant, Carol A. Fabrizio,  
) Rebecca F. Thornton, Carol A. Sobel, Theresa  
) Traber, Shashi Hanuman, Michael Rawson,  
) Deborah Collins, Craig Castellanet, Karen R.  
) Growdon, and Cynthia Merrill)

)  
) Complaint Filed: December 21, 2006

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1           4.     In 2006, I was selected as one of the top 500 trial lawyers in the United States by  
2 *LawDragon* Magazine, and in 2009 by the *Los Angeles Daily Journal* and *San Francisco Recorder* as  
3 one of the leading intellectual property lawyers in California. I have been named a "Super Lawyer"  
4 for each of *Los Angeles* magazine's 2004 through 2009 surveys, have been named in multiple editions  
5 of *Who's Who in American Law*, am "Highly Recommended" as an intellectual property specialist in  
6 *Global Counsel 3000*, and am profiled as one of the state's top IP specialists in all recent editions of  
7 *Chambers USA* and *Legal 500*.

8                           **Overview of Gibson Dunn's Involvement in Plaintiffs' Litigation**

9           5.     I was contacted sometime in September by Public Counsel and asked whether my firm  
10 would be able to step into a complex *pro bono* case that was headed for trial on a very quick  
11 schedule. My understanding was that, although O'Melveny & Myers was originally lead counsel, for  
12 a variety of reasons they were unable to continue in that role. After determining that there were at  
13 least two senior litigation associates—including Meghan Blanco and Michael Anthony ("Tony")  
14 Brown—who were in a position to devote substantially all of their time to completing discovery and  
15 getting the case ready for trial, I advised Public Counsel that we would take the case. I also advised  
16 Public Counsel that I would lead the trial, but that due to a very significant trial that I had beginning  
17 in late September in Washington, D.C., I would need to recruit another trial partner to oversee the  
18 case for the month that I was expected to be in Washington, D.C. My partner Marcellus McRae  
19 volunteered for that role. Gibson Dunn led Plaintiffs' litigation efforts from September 2008 to the  
20 present. I was the head of this team, but Mr. McRae was charged with the day-to-day responsibility  
21 while I was in trial or otherwise out-of-pocket. My initial role, before I left for D.C., was to develop  
22 our case strategy with co-counsel when we were first retained, allocate responsibilities among the  
23 team members, identify evidentiary and legal issues we needed to resolve, and determine the state of  
24 discovery and the needs for additional discovery. After I returned from D.C. and my calendar began  
25 freeing up, in December, I continued with this same oversight role, but began to be more hands-on in  
26 terms of plotting case strategy, assessing the state of the evidentiary record, getting the team prepared  
27 for trial, and later, together with Craig Castellonet of Public Interest Law Project, negotiated the  
28



1 terms of the Settlement Agreement with opposing counsel. I also closely reviewed our billing  
2 records on this case, and supervised the drafting of this Motion.

3 6. As I said above, Mr. McRae managed the case on a day-to-day basis. He served as the  
4 main point of contact for opposing counsel, stayed in near-constant contact with our terrific associate  
5 team, developed an extremely effective pre-trial strategy, deposed the Agency's "person most  
6 knowledgeable," argued a number of motions and applications, and initiated the parties' negotiations  
7 for settlement. Mr. McRae and I conferred regularly about the case, either by email or phone or both,  
8 including (to a lesser extent) during the period of time when I was in trial in D.C.

9 7. Mr. Brown and Ms Blanco performed the vast majority of team's daily work, and were  
10 essentially full-time on the case (and often more than full-time). They efficiently divided the causes of  
11 action between them. Mr. Brown drafted discovery concerning the Agency's relocation plans,  
12 development of inclusionary and replacement dwelling units, and compliance with affordability  
13 covenants. Mr. Brown deposed the Agency's Housing Manager and Project Manager, researched and  
14 drafted most of Plaintiffs' filings, including discovery motions, Plaintiffs' opposition to the Agency's  
15 Motion for Reconsideration, stipulations and *ex parte* applications, expert disclosures, and Plaintiffs'  
16 Mandatory Settlement Conference Statement. He also served as the point-person for consulting with  
17 Plaintiffs' affordable housing experts. Ms. Blanco was primarily responsible for assessing the need  
18 for, and drafting, discovery concerning the Agency's obligations to deposit set-aside funds and  
19 expend excess surplus. She deposed the Agency's "person most qualified" concerning the Agency's  
20 finances, served as Gibson Dunn's point person for consulting with the Plaintiffs' financial expert,  
21 supervised Gibson Dunn's review of the vast quantity of documents obtained via discovery and public  
22 records requests, and played an integral part in drafting the Parties' final settlement agreement. The  
23 tremendous demands of this litigation, described more fully below, caused Mr. Brown and  
24 Ms. Blanco to spend more than 90% of their client chargeable hours from October 2008 to February  
25 2009 on this case alone.

26 8. Gibson Dunn associates Carol Fabrizio and Kristy Grant also contributed substantial  
27 time to Plaintiffs' action. Ms. Grant conducted legal research on a number of issues, performed  
28 extensive document review, maintained the litigation team's case calendar, and drafted, issued, and



1 monitored Plaintiffs' third-party subpoenas. Ms. Fabrizio drafted requests for production and  
2 requests for admissions, performed extensive document review, audited discovery received,  
3 researched requirements of a PMK deponent, and assisted, reviewed, and summarized depositions.  
4 She also helped to prepare for trial by creating exhibit and witness lists, drafting Notices to Appear at  
5 Trial, and researching the applicability of Sections 998 and 1021.5 of the Code of Civil Procedure.  
6 Other associates, including Melissa Barshop, Sam Kim, Sonam Makker, Bobbie Andelson, and  
7 Brooke Myers, assisted the above-listed six attorneys in their tasks, by helping to research legal  
8 issues, review transcripts, and perform document review.

9 **The Complexity of this Action and the Agency's Litigation Conduct**

10 **Required Very Long Hours from Plaintiffs' Counsel**

11 9. When Gibson Dunn joined the litigation team, trial was just months away, the Agency  
12 had just made its first meaningful production of documents, and substantial discovery remained to be  
13 accomplished in a very short time.

14 10. Both legally and factually, this case was extremely complex, and I say that as someone  
15 who spends most of his time wrestling with the patent laws and technology as diverse as  
16 semiconductors and the human genome. To litigate this case, our team had to familiarize itself with  
17 the complex and highly specialized area of public law governing redevelopment agencies in a short  
18 amount of time. This forced us to dive head-first into the complex system of statutory provisions in  
19 the Government and Health & Safety Codes and the regulations that implement those provisions, a  
20 task that was quite challenging even with the assistance of co-counsel specializing in this area.

21 11. In addition to the case's legal complexity, five factors contributed to the long hours our  
22 attorneys spent litigating this case.

23 a. First was the broad range, and thus the enormous quantity, of potentially  
24 relevant evidence including: (i) emails, letters, and internal memoranda, (ii) Agency  
25 ordinances, resolutions, agendas, and staff reports; (iii) general Agency documents, such as  
26 implementation plans, relocation plans, and redevelopment plans, consulting services  
27 agreements and other contracts with third party consultants; (iv) housing project-specific  
28 documents, including Requests for Proposals, pro formas, Disposition and Development

1 Agreements ("DDAs"), purchase and sale agreements, grant deeds, deeds of trust, promissory  
2 notes, subordination agreements, closing documents, and other documents related to real  
3 property transfers. (v) financial records, such as ledgers, bank statements, audited financial  
4 transaction reports filed with the California State Controller, and Los Angeles County tax  
5 bills. In its Motion for Reconsideration, the Agency estimated that, over the course of this  
6 litigation, it had produced as many as 25,000 pages of documents. This figures does not  
7 include, of course, (i) documents Plaintiffs' counsel were permitted to inspect both at the  
8 Agency's offices and at an off-site storage facility between December 23, 2008, and January  
9 3, 2009; or (ii) documents obtained through public records requests, including thousands of  
10 building permits and over 14 years of Agency housing and County tax information. My  
11 colleagues Ms. Blanco and Mr. Brown have informed me that, over the course of this  
12 litigation, they reviewed and analyzed as many as 100,000 pages of potentially relevant  
13 documents.

14 b. Second, the nature of the evidence needed to make out Plaintiffs' case was  
15 itself complex and required an analysis of a number of highly technical records, including:  
16 (i) Agency ordinances and the real property transfer documents noted above, (ii) financial  
17 records; and (iii) dense, often highly technical contracts between the Agency and developers  
18 and third party redevelopment consultants.

19 c. Third, Plaintiffs' First Amended Verified Petition and Complaint  
20 ("Complaint") implicated Agency actions going back to 1994 and, in the Third through Sixth  
21 Causes of Action, alleged violations that were cumulative in nature. Consequently, assessing  
22 the evidence of those violations entailed pain-staking comparison of records from year to year  
23 for as many as 14 years. For example, Plaintiffs' Fifth Cause of Action, alleging the unlawful  
24 failure to expend excess surplus, required Gibson Dunn's attorneys, in consultation with our  
25 financial expert, to cross-reference and aggregate financial data for several Agency funds  
26 contained in records spanning over a decade.

27 d. Fourth, the Agency's records were incomplete and in disarray. Throughout  
28 discovery, the Agency repeatedly claimed it could not locate records that any properly

1 functioning redevelopment agency should have been able to produce in a timely fashion, e.g.,  
2 lists of Agency-funded housing projects, budgets and general ledgers, bank account  
3 statements, and complete audit reports. Indeed, Both Ernie Nishii, the Agency's Housing  
4 Manager, and Lorry Hempe, the Agency's current Assistant City Manager and designated  
5 "person most qualified" on affordable housing issues, testified that the Agency's records were  
6 so disorganized that it would be difficult for the Agency to determine even how man  
7 redevelopment projects it had been involved in; and, given the state of the records, perhaps  
8 impossible to reconstruct the Agency's current inclusionary housing, replacement housing,  
9 and LMIHF-related obligations. Relevant excerpts from true and correct copies of the  
10 certified transcripts of Ernie Nishii's and Lorry Hempe's depositions are attached to this  
11 declaration as **Exhibit A** (Nishii Dep. 41:17-21, 43:1-5; Hempe Dep., Vol. 1, 148:7-151:14).  
12 As a result of the Agency's appalling record-keeping, Plaintiffs' counsel, including attorneys  
13 from Gibson Dunn, had in some cases to create from scratch records the Agency should have  
14 been maintaining in the course of its operations.

15 e. Fifth, the Agency officers and staff members deposed, including the Agency's  
16 designated "persons most qualified," lacked sufficient knowledge to answer certain basic  
17 questions about Agency's redevelopment activities or finances. For example, Roger Haley,  
18 the Agency's Executive Director, and both designated "persons most qualified"—Lorry  
19 Hempe, Assistant City Manager, who testified about redevelopment activities; and Christy  
20 Valencia, Deputy Director of Finance, who testified about the Agency's finances—were  
21 unable to verify whether the Agency had a separate and segregated LMIHF as required by  
22 law. Mr. Haley testified that he did not know whether the Agency maintained a separate bank  
23 account for the LMIHF but that Lorry Hempe would know. Ms. Hempe testified that she  
24 simply assumed set aside funds were being properly deposited into an LMIHF by the City's  
25 Finance Department. Ms. Valencia testified that the Agency maintained a LMIHF but could  
26 not readily explain where those funds were maintained or how the Agency accounted for  
27 them. Relevant excerpts from true and correct copies of the certified deposition transcripts of  
28 Roger Haley, Lorry Hempe, and Christy Valencia are attached to this declaration as

1 Exhibit B (Haley Dep. 88:13-92:3; Hempe Dep. Vol II, 443:22-445:25; Valencia Dep.  
2 149:17-153:6). Similarly, Ms. Hempe testified that she did not know—and because of the  
3 disarray of the Agency's records, could not create an accurate list of—the number of  
4 properties purchased with, or the number of housing projects assisted by, funds from the  
5 LMIHF. Relevant excerpts from a true and correct copy of the certified transcript of  
6 Ms. Hempe's deposition are attached to this declaration as Exhibit C (Hempe Dep., Vol. 1,  
7 145:24-147:20). As a result, Plaintiffs' counsel had to depose all but two of the Agency's  
8 officers and staff, including the Agency's "person most qualified" for three full, though  
9 somewhat fruitless, days, in an effort to obtain answers to such questions. Some of these  
10 depositions may have been avoided had the Agency's designated "persons most qualified"—  
11 who, as the attached excerpts from Lorry Hempe's deposition transcript illustrate, repeatedly  
12 professed ignorance about basic facts concerning Agency projects and finances—had been  
13 better prepared for their depositions.

14 12. The difficulty of assessing the evidence in this case was matched only by the difficulty  
15 of obtaining it. Remarkably, the Agency did not provide a single timely response to any of Plaintiffs'  
16 numerous discovery requests. Responses that it did provide were invariably inadequate, requiring  
17 Plaintiffs to move for further responses—as was the case with, for example, Plaintiffs' Motion for  
18 Issue and Evidence Sanctions, which involved, among other discovery responses, the Agency's  
19 nonresponsive and evasive Second Supplemental and Amended Responses to the Form Interrogatory  
20 No. 17.1 (served with Plaintiffs' First Set of Requests for Admissions) and was granted by the Court  
21 on December 23, 2008 ("December 23 Order"). Where Plaintiffs' requests for production of  
22 documents ("RFPs") were involved, the Agency never adequately responded at all. For example, the  
23 documents produced by the Agency in response to Plaintiffs' First Set of RFPs came in at least five  
24 stages: (i) five Disposition and Development Agreements in February 2008; (ii) a box of documents  
25 in July 2008; (iii) six boxes on September 9, 2008; (iv) one more box of documents in November  
26 2008, after the Court on October 24 granted Plaintiffs' Motion For Order Compelling  
27 Production of Documents (First Set); and (v) various individual documents emailed by the Agency's  
28 counsel to Plaintiffs' counsel over the next few weeks. Throughout this litigation, the Agency



1 repeatedly claimed to be in the process of locating additional responsive documents and reserving the  
2 right to produce them at a later date. Indeed, the Agency's repeated assertion in its Second  
3 Supplemental and Amended Response to Interrogatory No. 17.1 that it "continues to search for  
4 [responsive documents] that may exist and reserves the right to produce them when they are located"  
5 was something of a motif in this case. A true and correct copy of these discovery responses is  
6 attached to this declaration as **Exhibit D**. In the end, the Agency's efforts to produce documents  
7 responsive to Plaintiffs First Set of RFPs was so inadequate the Court issued evidence sanctions  
8 against the Agency on December 23, prohibiting the Agency from admitting into evidence for any  
9 purpose in this litigation responsive documents not produced by December 31.

10 13. The Agency's chronic failure to provide timely or satisfactory discovery responses  
11 required Gibson Dunn's attorneys to engage in extensive law and motion practice. Discovery  
12 motions like the ones filed in this case by Plaintiffs' counsel are extremely time-consuming. They  
13 require the moving party's attorney (i) to ascertain the inadequacies of the responses at issue, (ii) to  
14 participate in meet-and-confer sessions, (iii) to draft the moving papers as well as the extremely fact-  
15 intensive supporting declarations, separate statements, and—where, as here, time is of the essence—  
16 additional *ex parte* papers for orders shortening time; and, finally, (iv) to argue the motions. Gibson  
17 Dunn attorneys working on this case dedicated a substantial amount of their hours to such law and  
18 motion practice. From September 2008 to February 2009, Plaintiffs' counsel filed no fewer than six  
19 discovery-related motions. Notably, the Court granted five of these discovery motions, two on  
20 October 24, 2008, and the remaining three on December 23, 2008. The Court did not hear the sixth  
21 motion, filed in January 2009, because it was taken off calendar pending the Agency's approval of a  
22 tentative settlement agreement negotiated between the Parties' counsel.

23 14. Shortly after the New Year, this case reached a critical turning point. As previously  
24 mentioned, on December 23, 2008, the Court granted three Gibson Dunn-drafted discovery motions,  
25 ordering (i) that the matters covered by Plaintiffs' First Set of RFAs, Plaintiff Jaime Torres's First Set  
26 of RFAs, and Plaintiff Esperanza Rogel's First Set of RFAs be deemed admitted for all purposes in  
27 the litigation; (ii) that the Agency was prohibited from introducing into evidence any document  
28 responsive to Plaintiffs' First Set of RFPs after December 31, 2008; and (iii) imposing monetary

1 sanctions on the Agency. The issues sanctions alone went a long way toward establishing liability on  
2 all of Plaintiffs' causes of action. Then, on January 2, 2009, the Agency served its Response to  
3 Plaintiff Oscar Leon's First Set of Requests for Admissions ("Leon RFAs"), admitting each matter  
4 covered by that discovery request. Together, the matters deemed admitted by the Court's December  
5 23 Order with the Leon admissions essentially established liability on each of the affordable housing  
6 causes of action in Plaintiffs' Complaint, as illustrated by the following chart:

Cause of Action	Matters Established
9 Second 10 (Relocation Assistance)	The Agency has never provided relocation assistance to persons displaced from dwelling units within its jurisdiction. (Torres RFA No. 5.)
12 Third 13 (Inclusionary Housing Obligations)	12 The Agency has failed to properly determine both the number of housing units that actually have been, and the number that should have been, produced to meet its inclusionary housing obligations. (Leon RFA Nos. 1-2.)  15 The Agency has no evidence that, since January 1, 1994, it has satisfied any of its inclusionary housing obligations relating to any redevelopment projects. (Leon RFA No. 16.)  17 Since January 1, 1994, the Agency has failed to ensure that the appropriate percentage of dwelling units developed or substantially rehabilitated within its jurisdiction was made available at an affordable housing cost to, and occupied by, persons and families of low or moderate income. (Leon RFA Nos. 3-4.)
20 Fourth 21 (Replacement Housing Obligations)	20 Since January 1, 1994, the Agency has not produced the appropriate number of replacement dwelling units it was obligated to produce. (Leon RFA Nos. 5-6.)  23 The Agency has no evidence that, from January 1, 1994, through September 13, 2006, it satisfied any of its replacement housing obligations. (Leon RFA No. 17)  25 The Agency has produced no replacement dwelling units since September 14, 2006. (Torres RFA No. 9.)

Cause of Action	Matters Established
<p>Fifth (LMIHF Deposit Obligations)</p>	<p>For each year since January 1, 1994, the Agency has failed to deposit at least 20% of the gross tax increment or tax allocation bond proceeds into the LMIHF. (Leon RFA Nos. 8-9)</p>
<p>Sixth (LMIHF Expenditure Obligations)</p>	<p>Since January 1, 1994, the Agency has not made an annual determination that LMIHF revenues spent on planning and general administrative costs were necessary for the production, improvement, or preservation of low- and moderate-income housing. (Leon RFA Nos. 12-13.)</p> <p>From FY 1995-1996 to FY 2007-2008 the Agency did not comply with its obligation to spend excess surplus. (Espinoza RFA Nos. 15-28.)</p> <p>From FY 2001-2002 to FY 2006-2007, the Agency accumulated an aggregate excess surplus of at least \$20,214,957. (Pls.' First Set RFA No. 9-14.)</p> <p>The Agency has not recorded any affordability covenants for housing units developed with the assistance of LMIHF revenues or for housing units it counts toward its inclusionary or replacement housing obligations. (Pls. First Set RFA No. 32-33; Torres RFA No. 11.)</p> <p>The Agency has not monitored affordability covenants or had them monitored by others. (Pls.' First Set RFA No. 34-35; Torres RFA Nos. 12-13.)</p>
<p>Seventh &amp; Eighth (Nondiscrimination/Fair Housing Obligations)</p>	<p>Since January 1, 1994, the Agency's redevelopment activities have had discriminatory, adverse, and disproportionate impact on racial and ethnic minorities, persons with disabilities, and families with children, and further discriminate against the development of housing reserved for occupancy by lower-income households. (Leon RFA No. 26)</p>

Many of these matters actually admitted or deemed admitted were identical to the findings of the California State Department of Housing and Community Development ("HCD"), which audited the Agency in 2006. True and correct copies of the Leon RFAs, the Agency's responses to the Leon RFAs, and of HCD's final audit letter, dated November 14, 2006, re attached to this declaration as Exhibits E, F, and G, respectively.



1           15. Even after HCD's findings and so many of Plaintiffs' key allegations against the  
2 Agency had been established, the Agency refused to engage in any serious settlement discussions  
3 until the eve of trial. To encourage the Agency to come to the table, Mr. McRae on January 9  
4 requested a Mandatory Settlement Conference for January 23. A week later, on January 16, the  
5 Agency served Plaintiffs with a Motion for Reconsideration of the Court's December 23 Order.  
6 Despite the implication of this motion, Plaintiffs' counsel served the Agency with their MSC  
7 Statement long in advance of the MSC date. The Agency, however, did not send Plaintiffs' counsel  
8 its MSC Statement until 11:34 p.m. the night before the conference. A true and correct copy of the  
9 email containing the Agency's MSC statement, sent by Bruce Gridley of Kane, Ballmer & Berkman,  
10 is attached hereto as **Exhibit H**. Then, when the Parties agreed to move settlement discussions from  
11 the Court to Gibson Dunn's offices nearby, the Agency's counsel showed up more than an hour late,  
12 and the Parties did not reach a settlement that day.

13           16. Plaintiffs' counsel had no choice but to vigorously prepare for trial while continuing its  
14 efforts to resolve the case by settlement. For the attorneys at Gibson Dunn, this entailed:  
15 (a) inspecting and analyzing thousands of pages of Agency documents never produced during  
16 discovery; (b) assembling evidence matrices for each cause of action; (c) consulting with and  
17 preparing experts for trial; (d) drafting still further motions for relief from discovery abuses;  
18 (e) drafting and issuing third party business records subpoenas on Agency consultants and reviewing  
19 the documents produced in response; and (f) drafting and issuing notices to appear and trial  
20 subpoenas. Mr. McRae supervised this trial preparation on a daily basis.

21           17. Even so, Plaintiffs' counsel did not give up on the possibility of a settlement.  
22 Mr. McRae continued to keep the issue of settlement alive through almost daily correspondence with  
23 opposing counsel. Mr. McRae even succeeded in getting the Agency to agree to private mediation,  
24 which the Parties scheduled for February 11. Under Mr. McRae's supervision, Ms. Blanco and  
25 Mr. Castellanet drafted a final settlement offer incorporating many of the concrete issues Mr. McRae  
26 had discussed with opposing counsel. Plaintiffs delivered this letter to the Agency on February 12.  
27 Though the Agency was finally engaging in settlement discussions, there was little basis for  
28

1 confidence that a comprehensive agreement would be reached, and thus, with less than two weeks  
2 until trial, Mr. McRae turned his full attention to trial preparation.

3 18. At this point, I became Plaintiffs' main point of contact for negotiations with the  
4 Agency. Discussions got hung up on the issue of attorneys' fees. Through numerous telephone calls  
5 and emails with opposing counsel, I successfully hammered out the main sticking point by proposing  
6 certain language to include in the proposed Settlement Agreement. During these discussions with  
7 opposing counsel, I also negotiated certain remaining terms and concretized others that had remained  
8 ambiguous. After this extensive negotiation, the Parties reached a final Settlement Agreement in  
9 mid-February, which the Agency approved on February 17, 2009. Gibson Dunn attorneys then  
10 incorporated the approved agreement into a Stipulation and Proposed Interlocutory Judgment. But  
11 because proceedings were ongoing, the agreement was recast as a Stipulation and Proposed Order,  
12 which the Court signed and entered on March 23, 2009. A true and correct copy of the Court's March  
13 23 Order, incorporating the Parties' Settlement Agreement, is attached to this declaration as  
14 **Exhibit I.**

15 19. The Settlement Agreement, incorporated into the March 23 Order, is essentially a  
16 consent judgment and permanent injunction. By imposing the following specific, concrete  
17 obligations on the Agency, the March 23 Order provides Plaintiffs with virtually all of the relief they  
18 requested in their Complaint:

19 a. Paragraphs 2 and 3 require that the Agency develop at least 42 inclusionary  
20 dwelling units and 41 replacement dwelling units.

21 b. Paragraph 7 requires that the Agency record affordability covenants on all  
22 newly developed inclusionary and replacement dwelling units, as well as all dwelling units  
23 the Agency has ever counted toward the satisfaction of its inclusionary and replacement  
24 housing obligations.

25 c. Paragraph 8 requires that the Agency establish, fund, administer and use in  
26 accordance with applicable law a separate and segregated LMIHF.

1 d. Paragraph 9 requires that the Agency replenish the LMIHF with at least  
2 \$312,000 in revenues owed as a result of the Agency's improper calculation of its set-aside  
3 funds.

4 e. Paragraph 10 requires that the Agency deposit \$250,000 into the LMIHF to  
5 replace improperly expended funds.

6 f. Paragraphs 11 and 12 provide for the final and mutually binding determination  
7 by a redevelopment specialist of the amount of excess surplus and any related interest and  
8 penalties for which the Agency may be liable.

9 g. Paragraphs 14 through 16 provide for the full payment of all relocations  
10 assistance owed to persons displaced by Agency activities, including the named Plaintiffs.

11 h. In addition to substantive affordable housing obligations imposed on the  
12 Agency, Paragraphs 11 and 12 the Settlement Agreement call for a Redevelopment Specialist  
13 to determine (i) all amounts of all inappropriate expenses from the LMIHF, and (ii) all  
14 amounts of excess surplus from FY 1996-1997 to FY 2007-2008, as well as any related  
15 interest and penalties for which the Agency may be liable. Plaintiffs' financial expert, David  
16 Nolte of Fulcrum Financial Inquiry LLP, estimated the Agency's excess surplus penalties  
17 alone at no less than \$4.4 million. A true and correct copy of Mr. Nolte's draft expert report,  
18 containing this estimate on page 2, is attached to this declaration as **Exhibit J**.

19 **Calculation of Gibson Dunn's Lodestar**

20 20. Gibson Dunn attorneys are required to keep accurate, daily time records recording the  
21 amount of time spent on their daily activities and the general substance of their work. I supervised  
22 the billing in this case, and have reviewed every single time entry by anyone who recorded time to  
23 this matter. Moreover, I have discussed these time entries in detail with Ms. Blanco and Mr. Brown,  
24 and have satisfied myself that the time for which we are seeking attorney's fees was reasonably and  
25 necessarily spent to prosecute this action. A true and correct copy of the itemized time records for  
26 this matter are attached hereto as **Exhibit K**. These records have been modified to reflect certain  
27 time entries for which we are *not* pursuing fees. I also discovered, during the course of my review,  
28

1 certain time entries that were mis-entered into our computer system, and which should have been  
 2 charged to other clients; these time entries were removed entirely from the attached billing records.

3 21. As of March 18, 2009, Gibson Dunn incurred \$1,304,645.50 in legal fees and  
 4 \$38,810.34 in costs and out-of-pocket expenses in connection with its prosecution of Plaintiffs'  
 5 action. At my direction, however, we have excluded from our lodestar figure numerous attorney  
 6 (and non-attorney) hours and costs incurred in an effort to seek recovery only for non-duplicative and  
 7 particularly relevant work. Toward that end, we have: (a) deducted *all* time, regardless of task, of  
 8 attorneys who worked less than 10 total hours on the case; (b) deducted numerous hours for drafts of  
 9 discovery that were not ultimately used; (c) reduced or eliminated attorneys' time entries for  
 10 depositions and hearings where more than one attorney was present; (d) reduced *all* time charge for  
 11 reviewing and summarizing deposition transcripts; and, (e) reduced time charged for an attorney's  
 12 general background work when the time invested in activities were disproportionate to the time spent  
 13 substantively working on the case.

14 22. As noted in Plaintiffs' Motion for Award of Attorneys Fees, I calculated the Fees  
 15 Charged using the firm's actual 2009 rates. The following charts detail the 2009 rates of each Gibson  
 16 Dunn attorney who worked on this matter, the total charges actually incurred by those attorneys on  
 17 this matter through March 17, 2009, and the total amount the firm has included in its lodestar figure.

18 *Total Attorney Fees Actually Incurred & Charged*

Attorney	2009 Rate	Total Hours Worked	Total Fees Incurred	Total Hours Billed	Total Fees Charged
Wayne M. Barsky Partner, JD 1983	\$905	76.75	\$69,458.75	75.15	\$68,010.75
Marcellus A. McRae Partner, JD 1988	\$785	339.90	\$266,821.50	338.7	\$265,879.50
Daniel M. Kolkey Partner, JD 1977	\$840	0.3	\$252	0.3	\$0
Danielle A. Katzir Associate, JD 2004	\$525	0.4	\$210	0	\$0
Michael Anthony Brown	\$495	746.9	\$369,715.50	738.77	\$365,691.15



Attorney	2009 Rate	Total Hours Worked	Total Fees Incurred	Total Hours Billed	Total Fees Charged
Associate, JD 2005					
Meghan Blanco Associate, JD 2005	\$495	766.00	\$379,170.00	747.36	\$369,943.20
Samy L. Sadighi Associate, JD 2005	\$495	5.7	\$2,821.50	0	\$0
Melissa L. Barshop Associate, JD 2006	\$470	46.20	\$21,714.00	46.20	\$21,714.00
Lora A. Cicconi Associate, JD 2007	\$400	0.3	\$120	0	\$0
Kristy S. Grant Associate, JD 2008	\$345	183.30	\$63,238.50	173.58	\$59,885.10
Carol A. Fabrizio Associate, JD 2008	\$345	184.20	\$63,659.00	168.70	\$58,201.50
Sonam Makker Associate, JD 2008	\$345	50.80	\$17,526.00	21.95	\$7,572.75
Brooke L. Myers Associate, JD 2008	\$345	27.70	\$9,556.50	27.70	\$9,556.50
Bobbie J. Andelson Associate, JD 2008	\$345	71.20	\$24,564	23.00	\$7,935.00
Carrie A. Ligozio Associate, JD 2008	\$345	7.5	\$2,587.50	0	\$0
Sam K. Kim Associate, JD 2008	\$345	33.20	\$11,454.00	3.28	\$1,131.60
Hane L. Kim Associate, JD 2008	\$345	5.15	\$1,776.75	0	\$0
<b>Total through 3/17/09</b>		<b>2,545.5</b>	<b>\$1,304,645.50</b>	<b>2,364.69</b>	<b>\$1,235,521.05</b>

23. The following chart details the 2009 rates of each Gibson Dunn paralegal who worked on this matter, the total charges actually incurred by those paralegals on this matter through

1 March 17, 2009, and the total amount the firm has included in its lodestar figure.  
 2 I believe the hourly rates for Gibson Dunn's paralegals and litigation support staff are reasonable and  
 3 similar to those of paralegals and litigation technical support staff doing similar work at comparable  
 4 law firms in Los Angeles. Attached hereto as **Exhibit L** is a true and correct copy of an article  
 5 entitled "Paralegal Pay: Top Managers Earn \$102,000 Plus Bonuses," which appeared in the July  
 6 2007 issue of *Law Firm Management*. The article states that the national median hourly rate for  
 7 paralegal work in mid-2007 was \$160.

8 *Total Paralegal Fees Actually Incurred & Charged*

9 Staff	Rate	Total Hours Worked	Total Fees Incurred	Total Hours Billed	Total Fees Charged
10 Lolita C. Gadberry Paralegal	\$300	80.75	\$24,225.00	80.75	\$24,225.00
11 Louie S. Hopkins Paralegal	\$295	0.2	\$59.00	0	\$0
12 Deborah D. Hoxie Paralegal	\$315	11	\$3,465.00	11	\$3,465.00
13 Brian W. Jensen Paralegal	\$180.00	8.5	\$1,530.00	0	\$0
14 S. A. Leonard Paralegal	\$290.00	30.5	\$8,845.00	30.5	\$8,845.00
15 J. M. Mendith Paralegal	\$165.00	3.7	\$610.00	0	\$0
16 S. A. Bock Litigation Database Manager	\$295.00	4.8	\$1,416.00	0	\$0
17 D. J. Barber, Practice Systems Analyst	\$295.00	12.75	\$3,761.25	12.75	\$3,761.25
18 C. H. Jones Support Staff	\$160.00	3.4	\$544.00	0	\$0
19 <b>Total through 3/17/09</b>		<b>155.60</b>	<b>\$42,455.00</b>	<b>135</b>	<b>\$40,296.00</b>

24. The following charts detail Gibson Dunn's total costs incurred for the litigation of Plaintiffs' action through March 17, 2009.

*Total Expenses Actually Incurred & Charged*

Expense	Cost	Charged
Court Fees	\$40.00	\$40.00
Document Retrieval Service	\$139.50	\$139.50
Document Search and Retrieval	\$467.66	\$467.66
Freight and Shipping	\$18.66	\$0
In House Duplication	\$9,280.17	\$0
Meals	\$402.10	\$0
Messenger and Courier Expense	\$896.56	\$896.56
On-Line Research (Lexis)	\$11,362.93	\$11,362.93
On-Line Research (Westlaw)	\$5,826.19	\$5,826.19
On-Line Research Nexis-Main	\$1,679.71	\$1,679.71
Outside Duplication and Binding	\$1,008.31	\$1,008.31
Outside Process Server	\$6,060.84	\$6,060.84
Outside Services/Consultants	\$514.41	\$514.41
Reference Materials	\$25.00	\$0
Specialized Research / Filing Fees	\$324.18	\$324.18
Telephone Charges	\$1,276.81	\$0
Transcripts / Digesting	\$10,460.30	\$10,460.30
Travel - Parking	\$16.00	\$16.00
Travel - Taxi / Miles	\$13.75	\$13.75
<b>Total</b>	<b>\$49,813.08</b>	<b>\$38,810.34</b>



1 Our practice is to process these expenses contemporaneously and enter them into a computerized  
2 accounting system maintained by Gibson Dunn's accounting department, and I understand that this  
3 practice was followed in connection with this case. I have reviewed the expenses with Mr. McRae,  
4 Ms. Blanco, and Mr. Brown to satisfy myself of their accuracy, appropriateness, and fairness.  
5 Expenses related to the fee demand served on the Agency and preparation of Plaintiffs' Motion have  
6 not been included at this time. All of the listed expenses are of the type Gibson Dunn customarily  
7 bills to its clients. Furthermore, all of the listed expenses were reasonably necessary to the  
8 prosecution of Plaintiffs' claims. For example, copying of documents was necessary to create a  
9 database of Agency documents that Gibson Dunn shared with co-counsel via a secure FTP website  
10 and to provide attorneys with sufficient time to review and analyze them, and online use of the Lexis  
11 and Westlaw databases was necessary to conduct the background legal research supporting the  
12 numerous motions, *ex parte* applications, discovery requests, and other court filings prepared by  
13 Gibson Dunn's attorneys.

14 Prevailing Billing Rates

15 25. I am generally familiar with the hourly rates charged by general practice firms in Los  
16 Angeles, and am specifically familiar with the hourly rates of firms such as O'Melveny & Myers,  
17 Latham & Watkins, and Irell & Manella, which both we and the legal community consider to be  
18 among our peer firms. In particular, I am generally familiar with the hourly rates charged by such  
19 firms for attorneys of comparable skill, reputation and experience, and our hourly rates are consistent  
20 with the rate structures of such firms. The hourly billing rates charged by Gibson Dunn's attorneys  
21 on this case are also consistent with the rates charged by other national and international law firms  
22 with offices in Los Angeles for attorneys of comparable skill, reputation and experience, as shown by  
23 an article entitled "A Nationwide Sampling of Law Firm Office Billing Rates," which appeared in the  
24 December 8, 2008, issue of *The National Law Journal*. This article, a true and correct copy of which  
25 is attached as **Exhibit M**, lists the 2008 billing rates for the following national and international firms  
26 with offices in Los Angeles:

27 a. Manatt Phelps & Phillips's rates ranged from \$290 to \$505 for associates and  
28 from \$490 to \$850 for partners.

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b. Reed Smith's rates ranged from \$235 to \$580 for associates and from \$375 to \$900 for partners.

c. Sheppard, Mullin, Richter & Hampton's rates ranged from \$275 to \$455 for associates and from \$475 to \$795 for partners.

d. Hogan and Hartson's rates ranged from \$150 to \$550 for associates and from \$375 to \$900 for partners.

e. Hughes Hubbard & Reed's rates ranged from \$270 to \$600 for associates and from \$625 to \$875 for partners.

f. Steptoe and Johnson's ranged from \$210 to \$685 for associates and from \$350 to \$895 for partners.

g. White & Case ranged from \$160 to \$920 for associates and from \$550 to \$1,260 for partners.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April 9, 2009

  
Wayne Barsky

# **EXHIBIT**

**87**

ORIGINAL

1 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP  
George R. Hedges (Bar No. 081873)  
2 georgehedges@quinnemanuel.com  
Danielle L. Gilmore (Bar No. 171457)  
3 daniellegilmore@quinnemanuel.com  
Sara Brenner (Bar No. 247559)  
4 sarabrenner@quinnemanuel.com  
865 South Figueroa Street, 10th Floor  
5 Los Angeles, California 90017-2543  
Telephone: (213) 443-3000  
6 Facsimile: (213) 443-3100

**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 21 2008

JOHN A. CLARKE, CLERK  
*[Signature]*  
BY AMBER LA FLEUR-CLAYTON, DEPUTY

7 Attorneys for Plaintiffs in Intervention

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

11 MONROVIA NURSERY COMPANY, a  
California corporation,

12 Plaintiff,

13 vs.

14 HARRY E. ROSEDALE, JR., an individual;  
15 RICHARD VANLANDINGHAM, an  
individual; and DOES 1 through 10, inclusive,

16 Defendants.

CASE NO. BC351140  
(Consolidated with Case No. BC 354657)

DECLARATION OF DANIELLE L.  
GILMORE IN SUPPORT OF MOTION OF  
PLAINTIFFS IN INTERVENTION FOR  
ATTORNEYS' FEES

Date: December 18, 2008  
Time: 8:30 a.m.  
Dept.: 53

Assigned to Hon. John P. Shook

18 WILLIAM BRUCE USREY, MILES R.  
ROSEDALE, LANCE H. ROSEDALE,  
19 SUSAN KAY BRIERLY, JOANNE M.  
HUMMER (acting individually and as trustee  
20 of certain testamentary trusts),

21 Plaintiffs in Intervention.

Filing Date: April 21, 2006  
Trial Date: December 18, 2006

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DECLARATION OF DANIELLE L. GILMORE

I, Danielle L. Gilmore, declare as follows:

1. I am a member of the bar of the State of California and a partner of Quinn Emanuel Urquhart Oliver & Hedges, LLP ("Quinn Emanuel"), attorneys for Plaintiffs in Intervention. I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. Attached as Exhibit A is a true and correct copy of California's Second Appellate District decision in this matter, *Monrovia Nursery Co. Inc. v. Rosedale* (Sept. 24, 2008, B197739, B199444) [nonpub. opn.].

3. Attached as Exhibit B is a true and correct copy of this Court's order, dated February 28, 2007, granting attorneys' fees to the Plaintiff and to Plaintiffs in Intervention.

4. Attached as Exhibit C is a chart of all Quinn Emanuel attorneys and paralegals who have billed time from December 2006 to October 2008 in regard to tasks related to the attorneys' fees motions and appeal in this case, including the number of hours billed and the billable rates of each timekeeper. The total amount of billable dollars during that timeframe is \$199,589.75. \$9,732.50 has been deducted from that total for work unrelated to the attorneys' fees motions and appeal in this case, leading to a total amount of attorneys' fees sought of \$189,857.25

5. Attached as Exhibit D is a true and correct copy of monthly invoices submitted by Quinn Emanuel for its work in connection with Plaintiffs in Intervention's motion for attorney fees and the appeal in this action. The records are redacted in some places to protect attorney-client privileged information or attorney work product information. Further, circled entries are entries that have been removed from the billable total as they were not related to the attorneys fee motions or the appeal in this action.

6. Attached as Exhibit E is a true and correct copy of The National Law Journal's most recent "Firm by Firm Sampling of Billing Rates Nationwide," dated December 10, 2007.

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7. Attached as Exhibit F is a true and correct copy of the Court EXPRESS Legal Billing Report, which shows rates identified in fee applications for California lawyers from 2008.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 20, 2008, at Los Angeles, California.

  
Danielle L. Gilmore

MONROVIA V. ROSEDALE  
 LOS ANGELES SUPERIOR COURT  
 CASE NO. BC351140

LIST OF QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP TIMEKEEPERS  
 ON BEHALF OF PLAINTIFFS IN INTERVENTION RELATING TO THE MOTION FOR  
 ATTORNEYS FEES IN THIS CASE AND ITS APPEAL  
 FROM DECEMBER, 2006 TO OCTOBER, 2008\*

TIMEKEEPER	TITLE	RATE	HOURS	TOTAL
George R. Hedges	Partner	\$760	21.5	\$16,340.00
George R. Hedges	Partner	\$725	71.2	\$51,620.00
Danielle L. Gilmore	Partner	\$685	63.55	\$43,531.75
Bethany Henderson	Associate	\$360	46.5	\$16,740.00
Katherine Bonnici	Associate	\$320	44.7	\$14,304.00
Sara Brenner	Associate	\$340	98.3	\$33,422.00
Sara Brenner	Associate	\$310	11.3	\$3,503.00
Andrea Manka	Associate	\$330	19.4	\$6,402.00
Carol O'Connor	Paralegal	\$235	11.6	\$2,726.00
Carol O'Connor	Paralegal	\$215	5.9	\$1,268.50
<b>TOTAL HOURS &amp; FEES</b>			393.95	\$189,857.25

\* NOTE: The total billing during this timeframe is \$199,589.75. \$9,732.50 has been deducted from the total billing for work unrelated to the motion for attorneys' fees and the appeal in this case, leading to a total of \$189,857.25. Those hours deducted are circled in the invoices provided by Plaintiffs in Intervention in Exhibit D attached herewith.

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543.

On November 21, 2008, I served true copies of the following document(s) described as **DECLARATION OF DANIELLE L. GILMORE IN SUPPORT OF MOTION OF PLAINTIFFS IN INTERVENTION FOR ATTORNEYS' FEES** the parties in this action as follows:

Brian J. Hennigan, Esq.  
Michael H. Strub, Jr., Esq.  
Dena G. Kaplan, Esq.  
IRELL & MANELLA LLP  
1800 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067  
Tel: (310) 277-1010  
Fax: (310) 203-7199

Scott B. Garner, Esq.  
HOWREY LLP  
4 Park Plaza, Suite 1700  
Irvine, CA 92614  
Tel: (949) 721-6900  
Fax: (949) 721-6910

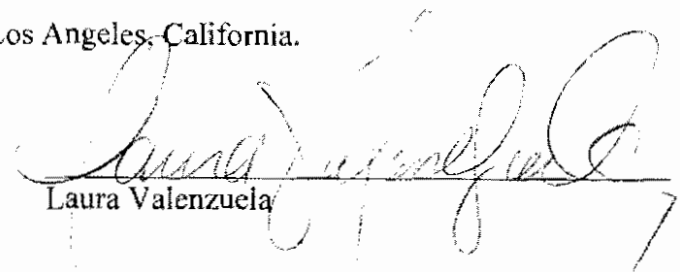
**Attorneys for Plaintiffs Monrovia  
Nursery Company**

**Attorneys for Defendants Harry E.  
Rosedale, Jr. and Richard  
Vanlandingham**

**BY FEDEX:** I deposited such document(s) in a box or other facility regularly maintained by FedEx, or delivered such document(s) to a courier or driver authorized by FedEx to receive documents, in sealed envelope(s) or package(s) designated by FedEx with delivery fees paid or provided for, addressed to the person(s) being served.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 21, 2008, at Los Angeles, California.

  
\_\_\_\_\_  
Laura Valenzuela

quinn emanuel

Case 2:09-cv-00854-DMG-PSM Document 43-8 Filed 08/17/16 Page 3821 of 4065 Page ID #:13038

# **EXHIBIT**

**89**

1 IRELL & MANELLA LLP  
Brian J. Hennigan (86955)  
2 Michael H. Strub, Jr. (153828)  
Kimberly A. Svendsen (235785)  
3 1800 Avenue of the Stars, Suite 900  
Los Angeles, California 90067-4276  
4 Telephone: (310) 277-1010  
Facsimile: (310) 203-7199

5 Attorneys for Plaintiff  
6 MONROVIA NURSERY COMPANY

**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 21 2008

JOHN A. CLARKE, CLERK

BY SHAUNYA WESLEY, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

11 MONROVIA NURSERY COMPANY, a )  
California corporation, )  
12 )  
Plaintiff, )  
13 )

14 vs. )

15 HARRY E. ROSEDALE, JR., an individual; )  
16 RICHARD VANLANDINGHAM, an )  
individual; and DOES 1 through 10, inclusive, )  
17 Defendants. )

18 WILLIAM BRUCE USREY; MILES R. )  
ROSEDALE; LANCE H. ROSEDALE; )  
19 SUSAN KAY BRIERLY; JOANNE M. )  
HUMMER (acting individually and as trustee )  
20 of certain testamentary trusts), )  
21 Plaintiffs in Intervention. )

Case No. BC351140  
(Consolidated with Case No. BC 354657)

**DECLARATION OF BRIAN J. HENNIGAN IN SUPPORT OF PLAINTIFF MONROVIA NURSERY COMPANY'S MOTION FOR AWARD OF ATTORNEYS' FEES**

[Notice of Motion and Motion of Plaintiff Monrovia Nursery Company for Award of Attorneys' Fees; Memorandum of Points and Authorities; and Memorandum of Costs filed concurrently herewith]

DATE: December 18, 2008  
TIME: 8:30 a.m.  
DEPT.: 53  
JUDGE: Hon. John P. Shook

DATE ACTION FILED: April 21, 2006

ORIGINAL



1 Thornberry (United States Court of Appeals for the Fifth Circuit) in Austin, Texas. From 1991 to  
2 1997, Mr. Strub was an associate at Shearman & Sterling's Los Angeles office, then an associate  
3 in Shearman & Sterling's Washington, D.C. office from August 1997 until August 1999, and  
4 thereafter joined Irell & Manella. Mr. Strub's practice has included a variety of commercial  
5 litigation and transactional matters -- from a disputed lease for a Boeing 747 jet aircraft to a  
6 dispute over profit participation in the "Judge Judy" television show -- and he has represented  
7 clients in a variety of jurisdictions, both in and out of California.

8         5. Kimberly A. Svendsen is a former associate in Irell & Manella's litigation  
9 workgroup. I am informed and believe that she graduated from the University of California, Los  
10 Angeles School of Law in 2004 (Order of the Coif) and clerked for the Honorable Stephen V.  
11 Wilson in the Central District of California. While at Irell & Manella Ms. Svendsen worked on  
12 cases involving contract and business torts, entertainment law, and white-collar crime, many of  
13 them on behalf of national companies.

14         6. Dena G. Kaplan is a former associate in Irell & Manella's litigation workgroup. I  
15 am informed and believe that she graduated from the University of Pennsylvania Law School cum  
16 laude in 2003, and clerked for the Honorable Edward Rafeedie in the Central District of  
17 California. While at Irell & Manella Ms. Kaplan worked on cases involving general business  
18 litigation, and was named a Rising Star in California Lawyer magazine.

19         7. Katharine J. Galston is a former associate in Irell & Manella's litigation workgroup.  
20 I am informed and believe that she graduated cum laude from NYU School of Law in 2003. After  
21 earning her law degree, Ms. Galston served as a law clerk to the Honorable Reena Raggi (United  
22 States Court of Appeals for the Second Circuit). While at Irell & Manella, Ms. Galston  
23 specialized in appellate litigation matters, and worked on a variety of commercial and  
24 entertainment litigation cases.

25         8. Michael F. Bacchus is a former associate in Irell & Manella's litigation workgroup.  
26 I am informed and believe that he graduated from the University of Pennsylvania Law School in  
27 2003 (Order of the Coif), and then worked as an associate at Patterson, Belknap, Webb & Tyler in  
28 New York City. Mr. Bacchus clerked for the Honorable Diana Gribbon Motz (United States

1 Court of Appeals for the Fourth Circuit), and then he joined Irell & Manella as an associate,  
2 working on civil litigation cases, including international licensing disputes and land use matters.

3 9. Aarti Khanolkar Wilson is an associate in Irell & Manella's litigation workgroup. I  
4 am informed and believe that Ms. Wilson is a 2007 graduate of Yale Law School. At Irell &  
5 Manella, Ms. Wilson has worked on cases involving appellate litigation and general commercial  
6 litigation involving contractual disputes and fraud.

7 10. Elizabeth Madjlessi is an associate in Irell & Manella's litigation workgroup. I am  
8 informed and believe that Ms. Madjlessi graduated cum laude from NYU School of Law in 2007.  
9 At Irell & Manella Ms. Madjlessi has worked on cases involving intellectual property and  
10 complex contractual disputes.

11 11. Michelle M. Williams is a former paralegal in Irell & Manella's litigation support  
12 staff. I am informed and believe that Ms. Williams graduated from Highline Community College  
13 in Washington, receiving her degree in Legal Assistant Studies, and worked as a legal secretary  
14 and paralegal prior to joining Irell & Manella. From 1999 to 2008 Ms. Williams worked on a  
15 variety of cases at Irell & Manella, including assisting on large intellectual property matters,  
16 managing discovery, and aiding with motion practice, trial preparation and support.

17 12. Attached as Exhibit A to this Declaration is a detailed billing report documenting  
18 the time spent by Irell & Manella attorneys in our representation of Monrovia before this Court.  
19 On the report, "HENN" is my abbreviation, "MHST" is the abbreviation for Mr. Strub, "KSVE" is  
20 for Ms. Svendsen, "DGRE" is the abbreviation for Ms. Kaplan, "KGAL" is the abbreviation for  
21 Ms. Galston, "BACC" is the abbreviation for Mr. Bacchus, "KHAN" is the abbreviation for Ms.  
22 Wilson, "MADJ" is the abbreviation for Ms. Madjlessi, and "4OBC" is the abbreviation for Ms.  
23 Williams. Certain of the time entries in Exhibit A have been redacted on the basis of the attorney-  
24 client privilege, the attorney work-product doctrine, or both, or for work for which Monrovia is  
25 not seeking to recover its fees in this motion. In addition, a ten percent deduction was made from  
26 the remainder to account for any duplicative work. The detailed billing report set forth as Exhibit  
27 A was prepared in the manner described in the following paragraphs.

28



1           13.     Irell & Manella uses a computerized system of time billing in which attorneys and  
2 other timekeepers, or their assistants, enter their time into the system. Each time entry includes  
3 the name of the client and matter, the number of hours spent, and a description of the work done.  
4 In order to keep accurate records, timekeepers at Irell & Manella are instructed to enter their time  
5 into the computer each day while their recollection of the work performed is still fresh in their  
6 minds. The system is set up to send automatic prompting messages via email to any timekeeper  
7 who fails to promptly enter his or her time into the system.

8           14.     In order to determine the fees incurred in connection with our representation of  
9 Monrovia in this action, we first took the step of asking our accounting department to print out a  
10 detailed time and expense report for the relevant client-matter number.

11           15.     As a next step, we reviewed the description line of each time entry in order to  
12 determine whether the time was expended on matters directly related to our representation of  
13 Monrovia in this lawsuit. We redacted certain material on grounds of privilege or for work for  
14 which Monrovia is not requesting its attorneys' fees in this motion.

15           16.     The billing rates charged to Monrovia in this matter are the customary rates  
16 charged by Irell & Manella, and reflect the market value of the type of legal service and  
17 experience sought by sophisticated clients in major metropolitan areas like Los Angeles. It is my  
18 belief that in the Los Angeles legal community, law firms having experience and reputation  
19 similar to those of Irell & Manella charge rates that are comparable to Irell & Manella's rates.

20           17.     Monrovia seeks to recover fees of the following primary Irell & Manella  
21 timekeepers at the following average billing rates:

22                   Brian J. Hennigan (partner) – 72.5 hours at \$776.93 per hour;

23                   Michael H. Strub (of counsel) – 83.5 hours at \$671.29 per hour;

24                   Kimberly A. Svendsen (associate) – 104.75 hours at \$410 per hour;

25                   Dena G. Kaplan (associate) – 24.25 hours at \$475 per hour;

26                   Michael F. Bacchus (associate) – 18.5 hours at \$475 per hour;

27                   Katharine J. Galston (associate) – 69 hours at \$492.19 per hour;

28                   Aarti Khanolkar Wilson (associate) – 25.25 hours at \$325 per hour;



1 Elizabeth Madjlessi (associate) – 51.75 hours at \$355 per hour;  
2 Michelle M. Williams (paralegal) – 14.75 hours at \$222.54 per hour.

3 18. After calculating the total number of hours at the appropriate respective rate we  
4 reduced the total by ten percent to account for any duplicative work that may have occurred in the  
5 post-judgment phase.

6 19. Attached hereto as Exhibit B is a true and correct copy of the Court EXPRESS  
7 Legal Billing Report, Volume 10, Number 2 August 2008.

8 20. Attached hereto as Exhibit C is a true and correct copy of excerpts from The  
9 National Law Journal's 2007 sampling of nationwide law firm billing rates, dated December 10,  
10 2007.

11 21. On February 8, 2007 the trial court in this action ordered Defendants to pay  
12 Monrovia's fees in the amount of \$767,931.25, the fees of plaintiffs in intervention in the amount  
13 of \$494,972.00, and costs in the amount of \$25,132.88. Attached hereto as Exhibit D is a true and  
14 correct copy of the Court's order.

15 22. On September 24, 2008 the California Court of Appeal affirmed the trial court's  
16 finding that the attorneys' fees requested in this case were reasonable. Attached hereto as Exhibit  
17 E is a true and correct copy of the Court of Appeal's decision granting the fees.

18 23. In 2005, in an unrelated matter, I submitted a fee and cost bill with regard to my  
19 representation of a client in civil dispute related to a contract claim before Judge William Fahey of  
20 the Los Angeles Superior Court. After briefing and hearing on the matter, Judge Fahey ordered  
21 full payment on the bill. Attached hereto as Exhibit F is a true and correct copy of Judge Fahey's  
22 May 20, 2005 Order granting my clients the full amount of attorneys' fees and costs they sought  
23 after prevailing in an action involving a contract that contained an attorneys' fee provision.

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# **EXHIBIT**

**91**

## **DECLARATION OF JAMES GILLIAM**



1 well within the range of rates within the market for a lawyer with his skill and  
2 experience in Los Angeles.

3         6. I understand that Plaintiff is seeking compensation for Hector  
4 Villagra, a 1994 law school graduate, at a rate of \$575. Under the current billing  
5 rate schedule at Paul Hastings, an attorney with the skill and experience of Mr.  
6 Villagra would be billed at a rate of \$725 per hour. Based on my overall  
7 knowledge of the market for legal services, I believe this rate is well within the  
8 upper range of rates charged by Los Angeles firms for attorneys with that level of  
9 experience, background and specialized expertise. Accordingly, I believe that the  
10 \$575 rate at which Mr. Villagra is seeking compensation is well within the range  
11 of rates within the market for a lawyer with his skill and experience in Los  
12 Angeles.

13         7. I understand that Plaintiff is seeking compensation for Peter  
14 Eliasberg, a 1994 law school graduate at a rate of \$575 per hour. Under the  
15 current billing rate schedule at Paul Hastings, an attorney with the skill and  
16 experience of Mr. Eliasberg would be billed at a rate of \$725 per hour. Based on  
17 my overall knowledge of the market for legal services, I believe this rate is well  
18 within the upper range of rates charged by Los Angeles firms for attorneys with  
19 that level of experience, background and specialized expertise. Accordingly, I  
20 believe that the \$575 rate at which Mr. Eliasberg is seeking compensation is well  
21 within the range of rates within the market for a lawyer with his skill and  
22 experience in Los Angeles.

23         8. I understand that the Plaintiff is seeking compensation for Ahilan  
24 Arulanantham, a 1999 Yale Law School graduate, at a rate of \$525 per hour.  
25 Under the current billing rate schedule at Paul Hastings, an attorney with Mr.  
26 Arulanantham's skill and experience would be billed at a rate of \$670 per hour.  
27 Based on my overall knowledge of the market for legal services, I believe this rate  
28

1 is well within the upper range of rates charged by Los Angeles firms for attorneys  
2 with that level of experience, background, and specialized expertise. Accordingly,  
3 I believe that the \$525 rate at which Mr. Arulanantham is seeking compensation is  
4 well within the range of rates within the market for a lawyer with his skill and  
5 experience in Los Angeles.

6 9. I understand that the Plaintiff is seeking compensation for Belinda  
7 Escobosa Helzer, a 2000 law school graduate, at a rate of \$500 per hour. Under  
8 the current billing rate schedule at Paul Hastings, a lawyer with Ms. Escobosa  
9 Helzer's skill and experience would be billed at a rate of \$660 per hour. Based on  
10 my overall knowledge of the market for legal services, I believe this rate is well  
11 within the upper range of rates for lawyers with that level of experience in the Los  
12 Angeles market. Accordingly, I believe that the \$500 rate at which Ms. Escobosa  
13 Helzer is seeking compensation is well within the range of rates within the market  
14 for a lawyer with her skill and experience in Los Angeles.

15 10. I understand that Plaintiff is seeking compensation for two paralegals,  
16 Linda Dominic Ashe and Christian Lebano, both of whom have more than five  
17 years experience as paralegals, at a rate of \$175 per hour. Under the current  
18 billing rate schedule at Paul Hastings, paralegals with Ms. Ashe and Mr. Lebano's  
19 experience would be billed at a rate of \$335 per hour, a rate that is well within the  
20 upper range of rates for paralegals with that level of experience in the Los Angeles  
21 market. Accordingly, I believe the \$175 rate at which the two paralegals are  
22 seeking compensation is at the low end of the range of rates for paralegals with  
23 their level of experience in the Los Angeles market.

24 11. I understand that Plaintiff is seeking compensation for costs relating  
25 to attorney travel (mileage). At Paul Hastings, that cost would be charged to a fee-  
26 paying client.

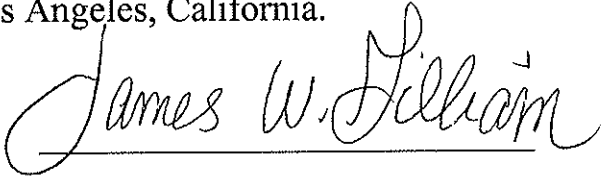
27 I declare under penalty of perjury that the foregoing is true and correct.



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11. I understand that Plaintiff is seeking compensation for costs relating to attorney travel (mileage). At Paul Hastings, those costs would be charged to a fee-paying client.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed November 17, 2010 in Los Angeles, California.



JAMES W. GILLIAM

# **EXHIBIT**

**94**

1 DARRELL K. MOORE (SBN 136845)  
dmoore@icls.org  
2 INLAND COUNTIES LEGAL SERVICES  
10565 Civic Center Drive, Suite 200  
3 Rancho Cucamonga, CA 91730  
Telephone: (951) 248-4724  
4 Fax: (909) 980-4871

5 RICHARD A. ROTHSCHILD (SBN 67356)  
rrothschild@wclp.org  
6 NAVNEET K. GREWAL (SBN 251930)  
ngrewal@wclp.org  
7 STEPHANIE E. HAFFNER (SBN 194192)  
shaffner@wclp.org  
8 WESTERN CENTER ON LAW AND POVERTY  
3701 Wilshire Boulevard, Suite 208  
9 Los Angeles, CA 90010  
Telephone: (213) 487-7211  
10 Fax: (213) 487-0242

11 Attorneys for Plaintiffs  
REBECCA JONES and BRENT PALMER

12  
13 UNITED STATES DISTRICT COURT  
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 REBECCA JONES and  
16 BRENT PALMER,

17 Plaintiffs,

18 v.

19 UPLAND HOUSING AUTHORITY;  
20 DON SWIFT, Executive Director of the  
HOUSING AUTHORITY OF THE  
21 CITY OF UPLAND in his official  
capacity,

22 Defendants.

CASE NO.: EDCV 12-2074 VAP  
(OPx)

*Assigned for all purposes to the  
Honorable Virginia A. Phillips*

**DECLARATION OF AMY  
LALLY IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES**

1 List of counsel for Plaintiffs continued from caption page:

2 AMY P. LALLY, SBN 198555  
alally@sidley.com  
3 ALEX DOHERTY, SBN 261552  
adoherty@sidley.com  
4 SIDLEY AUSTIN LLP  
5 555 West Fifth Street, Suite 4000  
Los Angeles, CA 90013  
6 Telephone: (213) 896-6000  
Facsimile: (213) 896-6600

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1 **DECLARATION OF AMY LALLY**

2 I, Amy Lally, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

3 1. I am a partner at the law firm of Sidley Austin LLP, co-counsel for  
4 Plaintiffs Rebecca Jones and Brent Palmer in this action. I have personal knowledge  
5 of the facts set forth herein, and, if called as a witness, I could and would testify  
6 competently hereto.

7 2. I graduated from Georgetown University Law Center in 1998. In my  
8 sixteen years as a litigator, I have litigated a wide variety of civil matters, with a focus  
9 on complex commercial litigation and class actions. I have substantial experience, in  
10 particular, with Proposition 65 litigation and consumer litigation involving false  
11 advertising, marketing and privacy litigation under California’s Unfair Business  
12 Practices Act, Consumers Legal Remedies Act, and Song Beverly Credit Card Act.

13 3. Based on my experience litigating consumer class actions under  
14 various California and federal statutes, it is my opinion that the issues raised in this  
15 action – in particular, those relating to due process and the federal regulations  
16 governing the Section 8 housing program – are at least as complex as the issues I  
17 litigate for corporate clients on a daily basis.

18 4. I have contemporaneously recorded my time spent litigating this  
19 action on behalf of Plaintiffs. Attached hereto as **Exhibit A** is a true and correct  
20 summary of my time records for this action.

21 5. As detailed in Exhibit A, my primary responsibilities included  
22 supervising the work of the two Sidley Austin associates assigned to this case, Alex  
23 Doherty and Lauren McCray, and participating in strategy discussions with Sidley  
24 Austin’s co-counsel, *i.e.*, the Western Center on Law and Poverty and Inland Counties  
25 Legal Services.

26 6. Attached hereto as **Exhibit B** is a true and correct summary of the  
27 expenses incurred by Sidley Austin LLP in the course of litigating this action on  
28 Plaintiffs’ behalf.



Amy P. Lally  
 Sidley Austin LLP  
 JONES ATTORNEY TIME - THRU NOVEMBER 15, 2013

Date	Hours	Description
12/13/2012	1.5	(Pro Bono/Upland/Jones/Palmer) Initial discussions with WCLP
12/17/2012	0.25	(Upland/Pro Bono) Review and revise engagement letter
12/18/2012	1	(Upland/Pro Bono) Strategic conference call and follow-up work
12/19/2012	0.25	(Pro bono/Upland) Confer with local counsel re: declarations
12/20/2012	0.25	(Pro bono/Upland) Attention to possible preliminary injunction motion
12/26/2012	0.5	(Pro bono/Upland) Review draft preliminary injunction motion
12/27/2012	0.5	(Pro bono/Upland) Review and comment on preliminary injunction papers
12/28/2012	0.5	Review and comment on co-counsel agreement
1/2/2013	0.75	(Pro bono/Upland) Confer with F. Broccolo and A. Doherty re: co-counsel agreement; correspondence re: preliminary injunction materials
1/3/2013	0.25	(Pro bono/Upland) Review and revise draft declaration
1/4/2013	0.5	Correspondence re: preliminary injunction filing and conflicts clearance
1/7/2013	0.75	(Upland Housing) Review and comment on documents for filing; clear conflicts
1/8/2013	0.5	Telephone conference re: legal strategy
1/11/2013	0.5	Attention to scheduling order



1/15/2013	1	Confer with co-counsel on litigation strategy
1/16/2013	0.2	Strategize re: preliminary injunction reply brief
1/16/2013	0.3	Review and comment on proposed stipulation and order, revisions to same
1/22/2013	1	Telephone conference and email exchanges re: litigation strategy
1/23/2013	0.3	Attention to reply brief issues
1/25/2013	0.3	Attention to reply brief
1/28/2013	0.3	Settlement strategy discussions
1/30/2013	0.3	Discuss discovery strategy
2/1/2013	1	Office conference with A. Doherty and L. McCray re: discovery and motion for summary judgment planning
2/4/2013	0.3	Review and comment on summary of hearing
2/5/2013	0.3	Review and comment on discovery plan
2/8/2013	0.5	Conference call re: discovery strategy
2/21/2013	0.5	Draft letter to opposing counsel, review court order, confer with co-counsel
2/22/2013	0.8	Revise letter to opposing counsel; conference with group re: same
2/23/2013	1	Review draft discovery

2/25/2013	0.3	Attention to discovery
2/27/2013	1	Telephone conference with co-counsel re: settlement planning and Rule 26 conference; office conference with A. Doherty and L. McCray re: discovery; review and comment on Rule 26 conference agenda
2/28/2013	0.5	Work with A. Doherty re: Rule 26 preparation
3/11/2013	0.8	Review and comment on draft Rule 26 report and draft informal review procedures; telephone conference with A. Doherty re: same
3/12/2013	1	Post Rule 26 strategy call
3/13/2013	0.5	Attention to settlement issues
3/15/2013	0.5	Review and revise settlement letter
3/18/2013	0.5	Correspondence re: negotiations with UHA counsel and outstanding research issue
4/2/2013	0.3	Review and comment on revised settlement letter
4/3/2013	0.3	Attention to correspondence
4/4/2013	0.3	Attention to correspondence
4/12/2013	0.3	Review and comment on draft letter to city attorney
4/29/2013	0.3	Comment on timetable for trial
5/30/2013	0.3	Review letter from client

6/11/2013	0.5	Review and comment on draft protective order
6/12/2013	0.3	Follow-up re: protective order
6/17/2013	0.3	Review and comment on defendant's status report submission
6/20/2013	0.5	Telephone conference re: settlement strategy and upcoming Case Management Conference
7/1/2013	0.3	Review and comment on settlement documents
7/2/2013	0.3	Telephone conference with N. Grewal re: response to Upland Housing Authority
7/11/2013	0.3	Attention to case file
7/11/2013	0.2	Review letter to J. Gutierrez
8/26/2013	0.3	Attention to settlement strategy and directions re: same
9/6/2013	0.3	Attention to finalized injunctive changes
	26.3	53 records

**Sidley Austin LLP Expense Report**

**Jones v. Upland Housing Authority (Client-Matter No. 56733-90020)**

**List of Costs**

CostCode	Worked Amount	Description
CPY	21.3	Duplicating charges
CPYP	3.6	Duplicating charges
FDX	6.12	Federal Express delivery
GNDL	41.25	Mileage
MSG	285.75	Messenger Services
OCRW	7.56	Williams Lea OCR
OWP	100	Word processing
PACA	34.1	Pacer Search Services
PSC	357.5	Professional Services Consulting
PTG	5.9	Postage
SCNW	19.18	Williams Lea Scanning
SRC	57.9	Search Services
TEL	3.75	Telephone tolls
TELCO	59.67	Conference Calls
WES	3604.53	Westlaw research service
TOTAL	4608.11	

# Exhibit I

1 Stuart Seaborn (SBN 198590)  
sseaborn@dralegal.org  
2 Meredith Weaver (SBN 299328)  
mweaver@dralegal.org  
3 Sean Betouliere (SBN 308645)  
4 sbetouliere@dralegal.org  
Disability Rights Advocates  
5 2001 Center Street, Fourth Floor  
Berkeley, California 94704-1204  
6 Telephone: (510) 665-8644  
7 Facsimile: (510) 665-8511

8 Attorneys for Plaintiffs and the Class

9 *(additional counsel listed on next page)*

10

11

UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

13

14 HECTOR OCHOA, CYNDE SOTO,  
CATHY SHIMOZONO, BEN  
15 ROCKWELL, AND SHARON  
16 PARKER, on behalf of themselves and  
all others similarly situated,

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Plaintiffs,

18 v.

19 CITY OF LONG BEACH, a public  
entity, and ROBERT GARCIA, in his  
20 official capacity as Mayor,

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Defendants.

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**Case No. 2:14-cv-04307-DSF-FFM**

**CLASS ACTION**

**DECLARATION OF RICHARD M.  
PEARL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES  
AND COSTS**

Date: July 24, 2017

Time: 1:30 p.m.

Place: 350 W. 1<sup>st</sup> Street, Crt. 7D  
Los Angeles, CA 90012

Assigned to the Hon. Dale S. Fischer  
Complaint Filed: June 4, 2014

1 Linda M. Dardarian (SBN 131001)  
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2 Andrew P. Lee (SBN 245903)  
alee@gbdhlegal.com  
3 Raymond Wendell (SBN 298333)  
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4 GOLDSTEIN, BORGEN, DARDARIAN & HO  
5 300 Lakeside Drive, Suite 1000  
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7 Fax: (510) 835-1417

8  
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anna.rivera@drlcenter.org  
10 Maronel Barajas (SBN 242044)  
Maronel.barajas@drlcenter.org  
11 DISABILITY RIGHTS LEGAL CENTER  
12 350 South Grand Ave., Suite 1520  
Los Angeles, CA 90071  
13 Tel: (213) 736-1031  
14 Fax: (213) 736-1428

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1 attorneys' fees. I have lectured and written extensively on court-awarded attorneys'  
2 fees. I have been a member of the California State Bar's Attorneys' Fees Task Force  
3 and have testified before the State Bar Board of Governors and the California  
4 Legislature on attorneys' fee issues. I am the author of California Attorney Fee  
5 Awards (Cont. Ed. Bar, 3d ed. 2010) and its 2011, 2012, 2013, 2014, 2015, 2016, and  
6 March 2017 Supplements. I also was the author of California Attorney Fee Awards,  
7 (Cont. Ed. Bar, 2d ed. 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001,  
8 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements. This treatise has been  
9 cited by the California appellate courts on more than 35 occasions. *See, e.g., Graham*  
10 *v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 576, 584 (2004); *Lolley v. Campbell*, 28  
11 Cal.4th 367, 373 (2002); *Equilon Enters. v. Consumer Cause, Inc.*, 29 Cal.4th 53, 62  
12 (2002); *In re Conservatorship of Whitley*, 50 Cal.4th 1206, 1214-15, 1217 (2010);  
13 *Chacon v. Litke*, 181 Cal.App.4th 1234, 1259, 1260 (2010); *Syers Props. III, Inc. v.*  
14 *Rankin*, 226 Cal.App.4th 691, 698, 700 (2014). Federal courts also have cited it. *See*  
15 *TruGreen Cos. LLC v. Mower Bros., Inc.*, 953 F. Supp. 2d 1223, 1236 nn.50, 51 (D.  
16 Utah 2013). I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993  
17 Supplements to its predecessor, CEB's California Attorney's Fees Award Practice. In  
18 addition, I authored a federal manual on attorneys' fees entitled "Attorneys' Fees: A  
19 Legal Services Practice Manual," published by the Legal Services Corporation. I also  
20 co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's Wrongful  
21 Employment Termination Practice, 2d ed. (1997).

22 4. More than 90% of my practice is devoted to issues involving court-  
23 awarded attorney's fees. I have been counsel in over 190 attorneys' fee applications  
24 in state and federal courts, primarily representing other attorneys. I also have briefed  
25 and argued more than 40 appeals, at least 30 of which have involved attorneys' fees  
26 issues. In the past several years, I have successfully handled four cases in the  
27 California Supreme Court involving court-awarded attorneys' fees: 1) *Delaney v.*  
28 *Baker*, 20 Cal.4th 23 (1999), which held that heightened remedies, including

1 attorneys' fees, are available in suits against nursing homes under California's Elder  
2 Abuse Act; 2) *Ketchum v. Moses*, 24 Cal.4th 1122 (2001), which held, *inter alia*, that  
3 contingent risk multipliers remain available under California attorney-fee law;  
4 despite the United States Supreme Court's contrary ruling on federal law (note that in  
5 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair"  
6 in the Supreme Court); 3) *Flannery v. Prentice*, 26 Cal.4th 572 (2001), which held  
7 that in the absence of an agreement to the contrary, statutory attorneys' fees belong to  
8 the attorney whose services they are based upon; and 4) *Graham v. DaimlerChrysler*  
9 *Corp.*, 34 Cal.4th 553 (2004), which I handled, along with trial counsel, in both the  
10 Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a  
11 previous attorneys' fee decision in the California Supreme Court, *Maria P. v. Riles*,  
12 43 Cal.3d 1281 (1987). I also represented and argued on behalf of *amicus curiae* in  
13 *In re Conservatorship of McQueen*, 59 Cal.4th 602 (2014), and, along with Richard  
14 Rothschild, filed an *amicus curiae* brief in *Vasquez v. State of California*, 45 Cal.4th  
15 243 (2008). I also have handled numerous other appeals, including: *Davis v. City &*  
16 *Cnty. of San Francisco*, 976 F.2d 1536 (9th Cir. 1992), *vacated in part* 984 F.2d 345  
17 (9th Cir. 1993); *Mangold v. CPUC*, 67 F.3d 1470 (9th Cir. 1995); *Velez v. Wynne*,  
18 220 Fed.Appx. 512 (9th Cir. 2007); *Camacho v. Bridgeport Fin.*, 523 F.3d 973 (9th  
19 Cir. 2008); *Center for Biological Diversity v. Cnty. of San Bernardino*, 185  
20 Cal.App.4th 866 (2010); and *Environmental Protection Info. Center v. Cal. Dep't of*  
21 *Forestry & Fire Protection*, 190 Cal.App.4th 217 (2010). For an expanded list of my  
22 appellate decisions, see Exhibit A.

23 I have been retained by various governmental entities, including the  
24 California Attorney General's office, at my then-current rates, to consult with them  
25 regarding their affirmative attorney-fee claims.

26 I am frequently called upon to opine about the reasonableness of attorneys'  
27 fees, and numerous federal and state courts have relied on my testimony on those  
28 issues. The following federal cases have cited my declaration testimony favorably:

- 1           • *Antoninetti v. Chipotle Mexican Grill, Inc.*, No. 08-55867 (9th Cir.  
2 2012), Order filed Dec. 26, 2012, at 6;
- 3           • *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir.  
4 2010), in which the expert declaration referred to is mine;
- 5           • *In re Cathode Ray Tube Antitrust Litig.*, Master File No. 3:07-cv-5944  
6 JST, MDL No. 1917 (N.D. Cal.), Report And Recommendation Of Special Master  
7 Re Motions (1) To Approve Indirect Purchaser Plaintiffs’ Settlements With the  
8 Phillips, Panasonic, Hitachi, Toshiba, Samsung SDI, Technicolor, And Technologies  
9 Displays Americas Defendants, and (2) For Award Of Attorneys’ Fees,  
10 Reimbursement Of Litigation Expenses, And Incentive Awards To Class  
11 Representative, Dkt. 4351, dated January 28, 2016 (“*Cathode Ray Tube Report &*  
12 *Recommendation*”);
- 13           • *Gutierrez v. Wells Fargo Bank*, 2015 U.S. Dist. LEXIS 67298 (N.D.  
14 Cal. 2015);
- 15           • *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS  
16 173698 (N.D. Cal. Dec. 12, 2014);
- 17           • *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, MDL  
18 No. 1827 (N.D. Cal.), Report and Recommendation of Special Master Re Motions  
19 for Attorneys’ Fees And Other Amounts By Indirect-Purchaser Class Plaintiffs And  
20 State Attorneys General, Dkt. 7127, filed Nov. 9, 2012, *adopted in relevant part*,  
21 2013 U.S. Dist. LEXIS 49885 (N.D. Cal. 2013) (“*TFT-LCD (Flat Panel) Report &*  
22 *Recommendation*”);
- 23           • *Walsh v. Kindred Healthcare*, 2013 U.S. Dist. LEXIS 176319 (N.D.  
24 Cal. Dec. 16, 2013);
- 25           • *A.D. v. Cal. Highway Patrol*, 2009 U.S. Dist. LEXIS 110743, at \*4  
26 (N.D. Cal. Nov. 10, 2009) (police misconduct action), *rev’d on other grounds*, 712  
27 F.3d 446 (9th Cir. 2013), *reaffirmed and additional fees awarded on remand*, 2013  
28 U.S. Dist. LEXIS 169275 (N.D. Cal. 2013);

- 1           • *Hajro v. U.S. Citizenship & Immigration Serv.*, 900 F. Supp. 2d 1034,  
2 1054 (N.D. Cal 2012), *vacated and remanded on other grounds*, 811 F.3d 1086 (9th  
3 Cir. 2015);
- 4           • *Rosenfeld v. U.S. Dep't of Justice*, 904 F. Supp. 2d 988, 1002 (N.D. Cal.  
5 2012);
- 6           • *Stonebrae, L.P. v. Toll Bros.*, 2011 U.S. Dist. LEXIS 39832, at \*9 (N.D.  
7 Cal. Apr. 7, 2011) (thorough discussion), *aff'd*, 2013 U.S. App. LEXIS 6369 (9th  
8 Cir. 2013);
- 9           • *Armstrong v. Brown*, 805 F.Supp.2d 918, 921 (N.D. Cal. 2011);
- 10          • *Lira v. Cate*, 2010 WL 727979 (N.D. Cal. Feb. 26, 2010);
- 11          • *Californians for Disability Rights, Inc. v. Cal. Dep't of Transportation*,  
12 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. Dec. 13, 2010);
- 13          • *Nat'l Federation of the Blind v. Target Corp.*, 2009 U.S. Dist. LEXIS  
14 67139 (N.D. Cal. Aug. 3, 2009);
- 15          • *Prison Legal News v. Schwarzenegger*, 561 F.Supp.2d 1095 (N.D. Cal.  
16 2008) (an earlier motion);
- 17          • *Bancroft v. Trizechahn Corp.*, No. CV 02-2373 SVW (FMOx), Order  
18 Granting Plaintiffs Reasonable Attorneys' Fees and Costs In the Amount of  
19 \$168,886.76, Dkt. 278 (C.D. Cal. Aug. 14, 2006);
- 20          • *Willoughby v. DT Credit Corp.*, No. CV 05-05907 MMM (CWx), Order  
21 Awarding Attorneys' Fees After Remand, Dkt. 65 (C.D. Cal. July 17, 2006);
- 22          • *Oberfelder v. City of Petaluma*, 2002 U.S. Dist. LEXIS 8635 (N.D. Cal.  
23 Jan. 29, 2002), *aff'd sub nom. Oberfelder v. Bertoli*, 67 Fed.Appx. 408 (9th Cir.  
24 2003);

25          5.       The California appellate cases referencing my testimony also include the  
26 following:

- 27          • *Kerkeles v. City of San Jose*, 243 Cal.App.4th 88, 96 (2015);
- 28          • *Habitat & Watershed Caretakers v. City of Santa Cruz*, 2015 Cal. App.

1 Unpub. LEXIS 7156 (2015);

2 • *Laffitte v. Robert Half Int'l Inc.*, 231 Cal.App.4th 860 (2014), *aff'd*, 1  
3 Cal.5th 480 (2016);

4 • *In re Tobacco Cases I*, 216 Cal.App.4th 570 (2013);

5 • *Heritage Pacific Fin. v. Monroy*, 215 Cal.App.4th 972 (2013);

6 • *Wilkinson v. South City Ford*, 2010 WL 4292631 (Cal. Ct. App. Oct. 29,  
7 2010);

8 • *Children's Hosp. & Med. Center v. Bonta*, 97 Cal.App.4th 740 (2002);

9 • *Church of Scientology v. Wollersheim*, 42 Cal.App.4th 628 (1996)

10 6. Through my writing and practice, I have become very familiar with the  
11 attorneys' fees charged by attorneys in California and elsewhere. I have obtained this  
12 familiarity in several ways: (1) by handling attorneys' fee litigation; (2) by  
13 discussing fees with other attorneys; (3) by obtaining declarations regarding  
14 prevailing market rates in cases in which I represent attorneys seeking fees; and (4)  
15 by reviewing attorneys' fee applications and awards in other cases, as well as surveys  
16 and articles on attorney's fees in the legal newspapers and treatises.

17 7. I have become familiar with the nature of this case, its results, and  
18 counsel's work, as well as counsel's respective backgrounds and experience. I have  
19 been made aware of the hourly rates requested by Plaintiffs' law firms in this case.  
20 Specifically, I am aware that Plaintiffs' counsel request the following hourly rates:

21 **Disability Rights Advocates**

<u>NAME</u>	<u>GRAD. YEAR</u>	<u>2017 RATE</u>
Laurence Paradis, Co-Founder	1985	\$895
Stuart Seaborn	1998	\$765
Zoe Chernicoff	2010	\$475
Kara Janssen (later of Disability Rights Legal Center)	2010	\$500
Meredith Weaver	2014	\$395
Sean Betouliere	2015	\$375
Summer/Intern	n/a	\$280

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<u>NAME</u>	<u>GRAD. YEAR</u>	<u>2017 RATE</u>
Paralegal	n/a	\$275
Law Clerks	n/a	\$230

**Disability Rights Legal Center**

<u>NAME</u>	<u>GRAD. YEAR</u>	<u>2017 RATE</u>
Paula Pearlman	1982	\$875
Kathryn Tucker	1986	\$830
Maronel Barajas	2003	\$675
Anna Rivera	2005	\$640
Elizabeth Eubanks	2008	\$560
Kara Janssen	2010	\$500
Richard Diaz	2012	\$470
Heather Benton	2011	\$475
Andrea Smith	2013	\$430
Jonathan Gibson	2014	\$410
Legal Assistant	n/a	\$250
Law Clerk	n/a	\$250

**Goldstein, Borgen, Dardarian & Ho**

<u>NAME</u>	<u>GRAD. YEAR</u>	<u>2017 RATE</u>
Linda M. Dardarian, Partner	1987	\$850
Andrew P. Lee, Partner	2006	\$660
Byron Goldstein, Associate	2007	\$575
Raymond Wendell, Associate	2013	\$450
Law Clerks	n/a	\$295
Statistician	n/a	\$325
Senior Paralegals	n/a	\$265-295
Paralegals	n/a	\$250
Case Clerks	n/a	\$235

8. In my opinion, for the reasons discussed below, the hourly rates that Plaintiffs’ law firms request are quite reasonable for this successful litigation.

**Counsel’s Hourly Rates Are Reasonable**

9. Under California law, Plaintiffs’ attorneys are entitled to their requested rates if those rates are “within the range of reasonable rates charged by and judicially



1 awarded comparable attorneys for comparable work.” *Children’s Hosp. & Med. Ctr.*  
2 *v. Bonta [CHMC]*, 97 Cal.App.4th 740, 783 (2002). Federal law is similar. *See Blum*  
3 *v. Stenson*, 465 U.S. 886, 895 n.11 (1984). Based on the information regarding  
4 hourly rates that I have gathered, some of which is summarized below, my opinion is  
5 that the hourly rates requested by Plaintiffs’ attorneys are well within the range of  
6 non-contingent market rates charged for reasonably similar services by Los Angeles  
7 Area attorneys of reasonably similar qualifications and experience. The following  
8 data support my opinion:

9 **Rates Found Reasonable in Other Cases**

10 10. The following hourly rates have been found reasonable by various local  
11 courts for reasonably comparable services:

12 (1) *The Kennedy Commission v. City of Huntington Beach*, Los Angeles  
13 County Superior Court No. 30-2015-00801675, Order Granting Petitioners’ Motion  
14 for Attorneys’ Fees Pursuant to California Code of Civil Procedure § 1021.5, filed  
15 July 13, 2016, a writ of mandate action challenging a land use amendment adopted  
16 by the City of Huntington Beach, in which the court found the following hourly rates  
17 reasonable (prior to application of a 1.4 multiplier):

Bar Admission Year	2015 Rates	2016 Rates
2001	\$875	\$900
2014	400	450

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21 (2) *Willits et al. v. City of Los Angeles*, No. CV 10-5782 CCBM (RZx)  
22 (C.D. Cal.), Order Granting Motion for Attorneys’ Fees and Costs, filed August 25,  
23 2016 (Dkt. No. 418), a class action challenge to the City of Los Angeles by persons  
24 with mobility disabilities based on the inaccessibility of the City’s sidewalks, curb  
25 ramps, and street crossings under the Americans with Disabilities Act and the  
26 Rehabilitation Act of 1973, in which the court found the following 2015 hourly rates  
27 reasonable:

Law School Graduation Date	2015 Rates
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<b>Law School Graduation Date</b>	<b>2015 Rates</b>
1976	\$1,115.60
1977 (Associate)	700
1981	795
1987	680-775
1993	750
1999	644-695
2001	625
2003	550
2006	525 – 550
2007	450
2008	473
2009	450
2010	350-400
2011	300-385
2012	300
2013	300-325
Paralegals and Law Clerks	110-250
Case Assistants	220-230
Docket Clerk	230

(3) *State Compensation Ins. Fund v. Khan et al*, Case No. SACV 12-01072-CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants’ Motion for Attorneys’ Fees, filed July 6, 2016 (Dkt. No. 408), a multi-defendant RICO action, in which the court found the following hourly rates reasonable:

<b>Years of Experience</b>	<b>Rates</b>
22	\$890
20	840
5	670
4	560
Paralegals	325-340
Case Assistants	220-230
Docket Clerk	230

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(4) *Perfect 10, Inc. v. Giganews, Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. Mar. 24, 2015), *affirmed* 847 F.3d 657 (9th Cir. 2017), a copyright infringement action, in which the court found the following hourly rates reasonable:

<b>Years of Experience</b>	<b>Rates</b>
29	\$825-930
18	750
17	705-750
12	610-640
11	660-690
10	670
9	660-690
8	470-525
7	640
5	375-560
4	350-410
3	505
2	450
1	360-370
Paralegals	240-345
Discovery Support Staff	245-290

(5) *Anderson v. County of Ventura*, No. CV 13-03517 SJO (VBKx) (C.D. Cal.), Fee Order, filed March 5, 2015, a multi-plaintiff Fair Labor Standards Act case, in which the court found the following hourly rates reasonable:

<b>Years of Experience</b>	<b>Rate</b>
19	\$690
15	590
12	590
2	330
Paralegals	140-190

(6) *Rodriguez v. County of Los Angeles*, No. 2:10-cv-06342-CBM-AJW (C.D. Cal.), Order Granting Plaintiffs’ Motion for Attorneys’ Fees, filed December 29, 2014, a civil rights action on behalf of five county jail prisoners, in which the court found the following hourly rates reasonable, plus a 2.0 lodestar multiplier for

1 merits work performed on the plaintiffs' California cause of action:

<b>Years of Experience</b>	<b>Rate</b>
45	\$975
28	700-775
26	775
10	600
6	500
Senior Paralegal	295
Other Paralegals	175-235
Law Clerk	250

9 (7) *Doe v. United Healthcare Ins. Co., et al.*, No. SACV13-0864  
10 DOC(JPRx) (C.D. Cal.), Order Granting Attorney's Fees and Costs, filed October 15,  
11 2014, a multi-plaintiff consumer action, in which the court found the following  
12 hourly rates reasonable:

13 **Whatley Kallas**

<b>Years of Experience</b>	<b>Rate</b>
36	\$950
27	900
32	800
33	750
21	700
10	600
4	400
2	375
Paralegal	225

22 **Consumer Watchdog**

<b>Years of Experience</b>	<b>Rate</b>
35	\$925
19	650
4	425

26 (8) *Carpio v. Cal. Dep't of Social Servs.*, Los Angeles County Superior  
27 Court, No. BS 135127, Order Granting Plaintiff's Motion for Attorney's Fees, filed  
28

1 July 24, 2014, a government benefits writ of mandate, in which the court found the  
2 following hourly rates reasonable:

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<b>Years of Experience</b>	<b>Rate</b>
39	\$750
35	730
13	500
8	460
6	440

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8 (9) *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012),  
9 a civil rights class action brought by pre-trial detainees, in which the court approved  
10 a lodestar based on the following 2011 rates:

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<b>Years of Experience</b>	<b>Rate</b>
42	\$850
32	825
23	625
18	625
Law Clerks	250
Paralegals	250

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19 **Rate Information from Surveys**

20 11. I also base my opinion on several credible surveys of legal rates,  
21 including the following:

22 • In December 2015, Thomson Reuters published its Legal Billing Report,  
23 Volume 17, Number 3. A true and correct copy of the pages of that report listing  
24 California and West Region firms is attached hereto as **Exhibit B**. It shows that the  
25 rates claimed by Plaintiffs' counsel's law firms are well within the range of rates  
26 charged by Los Angeles Area law firms for reasonably comparable work.

27 • On January 5, 2015, the National Law Journal published an article about  
28

1 its most recent rate survey entitled “Billing Rates Rise, Discounts Abound.” A true  
2 and correct copy of that article is attached hereto as **Exhibit C**. It contains the rates  
3 charged by numerous Los Angeles Area law firms handling comparably complex  
4 litigation. Plaintiffs’ attorneys’ rates are well in line with those rates.

5         • The 2015 Real Rate Report Snapshot published by Ty Metrix/Legal  
6 Analytics summarizes the 2014 “real rates” for partners and associates in various  
7 cities. A copy of the relevant pages is attached hereto as **Exhibit D**. It shows that for  
8 the Los Angeles Area attorneys surveyed (1,392 partners, 1,947 associates), the Third  
9 Quartile of hourly rates for partners in 2014 was \$823.63. The Third Quartile hourly  
10 rate for associates was \$574.84. Given the excellent quality of counsel’s work and  
11 the results obtained here, in my opinion rates higher than the Third Quartile are the  
12 most appropriate measure. Moreover, since 2014, most Los Angeles Area firms have  
13 raised their rates by at least 5-10% per year.

14         • On January 13, 2014, the National Law Journal published an article  
15 about its most recent rate survey. That article included a chart listing the billing rates  
16 of the 50 firms that charge the highest average hourly rates for partners. A true and  
17 correct copy of that article is attached hereto as **Exhibit E**. Of the 50 firms listed,  
18 several have offices in the Los Angeles Area and many others have significant  
19 litigation experience in this area. And, although the rates that Plaintiffs’ counsel are  
20 requesting here are *lower* than many of the rates charged by the listed firms, the NLJ  
21 chart does show the *range* of rates charged for similar services, which is the  
22 applicable standard. *See CHMC*, 97 Cal.App.4th at 783.

23         • In an article entitled “On Sale: The \$1,150-Per Hour Lawyer,” written  
24 by Jennifer Smith and published in the Wall Street Journal on April 9, 2013, the  
25 author describes the rapidly growing number of lawyers billing at **\$1,150** or more  
26 revealed in public filings and major surveys. A true and correct copy of that article is  
27 attached hereto as **Exhibit F**. The article also notes that in the first quarter of 2013,  
28 the 50 top grossing law firms billed their partners at an *average* rate between \$879

1 and \$882 per hour.

2 **Hourly Rates Charged by Other Law Firms**

3 12. Plaintiffs’ law firm’s rates also are supported by the standard hourly  
4 non-contingent rates for comparable civil litigation stated in court filings,  
5 depositions, surveys, or other reliable sources by numerous California law firms that  
6 have offices in or regularly practice in the Los Angeles area.<sup>1</sup> These rates include, in  
7 alphabetical order:

8 **Altshuler Berzon LLP**

9 <b><u>2015 Rates:</u></b>	<b>Years of Experience/Level</b>	<b>Rates</b>
	32	\$895
	Junior Partners	825-630
	Associates	450-340
	Paralegals	250
13 <b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	38	\$895
14 <b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	34	\$850
	26	785
	21	750
	18	700
	14	625
	12	570
	11	550
	10	520
	6	410
	5	385
	4	335
	Law Clerks	250
	Paralegals	215

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16 <sup>1</sup> Although some of these firms are based in Northern California, the fact is that  
17 hourly rates charged in the Los Angeles area are generally higher than Northern  
18 California rates. Accordingly, if rates are reasonable by Northern California  
19 standards, they also are reasonable as Los Angeles area rates.  
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1 **Altshuler Berzon LLP**

<b><u>2011 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	43	\$825
	17	675
	12	575
	10	520
	Law Clerks	225
	Paralegals	215

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8 **Arnold Porter LLP**

<b><u>2015 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	40	\$1,085
	20	920
	6	710
	4	640
<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	49	\$995
	39	1,035
	19	875
	5	645
	3	570
<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	Average Partner	\$815
	Highest Partner	950
	Lowest Partner	670
	Average Associate	500
	Highest Associate	610
	Lowest Associate	345

22 **The Arns Law Firm LLP**

<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	37	\$950
	Law Clerks	165

26 **Bingham McCutchen**

<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	Average Partner	\$795
	Highest Partner	1,080

	Lowest Partner	220
	Average Associate	450
	Highest Associate	605
	Lowest Associate	185
<b><u>2011 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	30	\$780
<b><u>2010 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	13	\$655
	4	480
	2	400

<b><u>Cooley LLP</u></b>			
<b>Years of Experience</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
31	\$975	\$1,035	\$1,095
17	670	710	770
9	550	645	685
7	500	585	685
6		530	620
3		355	445
E-Discovery Staff Attorney		260	325
Paralegal	245	260	275-290

<b><u>Covington Burling</u></b>		
<b><u>2014 Rates:</u></b>	<b>Level</b>	<b>Rate</b>
	Average Partner	\$780
	Highest Partner	890
	Lowest Partner	605
	Average Associate	415
	Highest Associate	565
	Lowest Associate	320
<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	28	\$750
	16	670
	14	670
	7	510
	2	375
	5	490
	Litigation Support	110-355

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**David Geffen Law Firm (solo practice)**

<b><u>2016 Rate</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	30	\$800

**Gibson Dunn & Crutcher LLP**

<b><u>2015 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	37	\$1,125
	23	955
	3	575
<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	36	\$1,080
	22	910
	9 (Of Counsel)	740
	6	690
	2	485
<b><u>2013 Rates</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	35	\$1,040
	5	625
	Paralegal	345

**Greines, Martin, Stein & Richland**

<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	41	\$850
	29	850
	23	650
	18	500
	Law Clerks	100

**Hadsell, Stormer, Richardson & Renick**

<b><u>2015 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	42	\$1,050
	20	750
	26	700
	16	650
	13	600
	5	425

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	4	375
	Law Clerks	225
	Paralegals	175-250
<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	38	\$825
	33	775
	22-23	625
	17	600
	12	525
	10	425
	4	275
	3	250

<b><u>Hausfeld LLP</u></b>		
<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	45	\$985
	37	935-895
	15	610-510
	14	600
	7	490
	3	370
	Paralegals	300-320
	Law Clerks	325

<b><u>Irell &amp; Manella</u></b>		
<b><u>2013 Rates</u></b>	<b>Level</b>	<b>Rate</b>
	Average Partner	\$890
	Highest Partner	975
	Lowest Partner	800
	Average Associate	535
	Highest Associate	750
	Lowest Associate	395

<b><u>Jones Day</u></b>		
<b><u>2016 Rates:</u></b>	<b>Bar Admission Year</b>	<b>Rate</b>
	2001	\$900
	2014	450
<b><u>2015 Rates:</u></b>	2001	\$875

	2014	400
<b><u>2013 Rates:</u></b>	Average Partner	\$745
	Highest Partner	975
	Lowest Partner	445
	Average Associate	435
	Highest Associate	775
	Lowest Associate	205

**Kaye, McLane, Bednarski & Litt**

<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	45	\$975
	28	700-775
	26	775
	10	600
	6	500
	Senior Paralegal	295
	Other Paralegals	175-235
	Law Clerk	250

**Kiesel, Boucher, Larson LLP**

<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	Partners	
	27-28	\$890
	Associates	625-325

**Kirkland & Ellis**

<b><u>2013 Rates:</u></b>	Average Partner	\$825
	Highest Partner	995
	Lowest Partner	590
	Average Associate	540
	Highest Associate	715
	Lowest Associate	235

**Latham & Watkins**

<b><u>2013 Rates:</u></b>	Average Partner	\$990
	Highest Partner	1,100
	Lowest Partner	895
	Average Associate	605

<b><u>Latham &amp; Watkins</u></b>		
	Highest Associate	725
	Lowest Associate	465

<b><u>Lieff Cabraser Heimann &amp; Bernstein, LLP</u></b>		
<b><u>2015 Rates:</u></b>	<b>Years of Bar Admission</b>	<b>Rate</b>
	1972	\$975
	1989	850
	2001	625
	2006	435
	2009	435
<b><u>2014 Rates:</u></b>	1998	\$825
	2001	600
	2006	435
	2009	415
	2013	325
	Paralegal/Clerk	305
<b><u>2013 Rates:</u></b>	1975	\$925
	1998	800
	2001	525
	2003	490
	2006	415
	2009	395
	2013	320
	Paralegal/Clerk	285

<b><u>Manatt, Phelps &amp; Phillips</u></b>		
<b><u>2013 Rates:</u></b>	Average Partner	\$740
	Highest Partner	795
	Lowest Partner	640
<b><u>2010 Rates:</u></b>	Partners	525-850
	Associates	200-525

<b><u>Milbank, Tweed, Handley &amp; McCloy LLP</u></b>		
<b><u>2016 Rates:</u></b>	<b>Bar Admission Date</b>	<b>Rate</b>
	1983	\$1,025
	1984	1,350

<b><u>Milbank, Tweed, Handley &amp; McCloy LLP</u></b>		
	1992	1,350
	2002 (associate)	915

<b><u>Morrison Foerster LLP</u></b>		
<b><u>2016 Rates</u></b>	<b>Bar Admission Date</b>	<b>Rate</b>
	1975	\$1,025
	1999	975
	1993	975
<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	Average Partner	\$865
	Highest Partner	1,195
	Lowest Partner	595
	Average Associate	525
	Highest Associate	725
	Lowest Associate	230
<b><u>2011 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	22	\$775
	11	625
	10	620
	1	335

<b><u>O'Melveny &amp; Myers</u></b>		
<b><u>2016 Rates</u></b>	<b>Bar Admission Date</b>	<b>Rate</b>
	1985	\$1,175
	2004	895
	2005	780
	2007	775
	2010	725
	2011	700
	2012	655
	2013	585
	2014	515
	2015	435
<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	Average Partner	\$715
	Highest Partner	950



<b><u>O'Melveny &amp; Myers</u></b>		
	Lowest Partner	615
<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	12	\$695
	4	495

<b><u>Orrick Herrington &amp; Sutcliffe</u></b>		
<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	Average Partner	\$845
	Highest Partner	1,095
	Lowest Partner	715
	Average Associate	560
	Highest Associate	710
	Lowest Associate	375

<b><u>Paul Hastings LLP</u></b>		
<b><u>2016 Rates</u></b>	<b>Bar Admission Date</b>	<b>Rate</b>
	1973	\$1,175
	1997	895
<b><u>2014 Rates:</u></b>	1990	750
	<b>Years of Experience</b>	<b>Rate</b>
	Average Partner	\$815
	Highest Partner	900
	Lowest Partner	750
	Average Associate	540
	Highest Associate	755
Lowest Associate	595	

<b><u>Pillsbury Winthrop Shaw Pittman LLP</u></b>		
<b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
	Average Partner	\$865
	Highest Partner	1,070
	Lowest Partner	615
	Average Associate	520
	Highest Associate	860
	Lowest Associate	375

1 **Proskauer Rose LLP**

2 <b><u>2016 Rates:</u></b>	<b>Bar Admission Date</b>	<b>Rate</b>
	1974	\$1,475
3	1983	1,025
4	1979	950
5	2007	850
6	2013	495
	2015	440-445

7 **Quinn Emanuel Urquhart & Sullivan**

8 <b><u>2013 Rates:</u></b>	Average Partner	\$915
9	Highest Partner	1,075
10	Lowest Partner	810
11	Average Associate	410
12	Highest Associate	675
	Lowest Associate	320

13 **Reed Smith LLP**

14 <b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
15	37	\$830
16	18	695
17	15	585
18	6	485
	5	435
19 <b><u>2013 Rates:</u></b>	<b>Years of Experience</b>	<b>Rate</b>
20	Partner	
21	36	\$830
22	30	805
23	17	610-615
24	14	570
25	Associates	
	8	450-535
	6	495

26 **Ropes & Gray**

27 <b><u>2016 Rates:</u></b>	<b>Level</b>	<b>Rates</b>
28	Partner	\$880-1,450

<b><u>Ropes &amp; Gray</u></b>		
	Counsel	605-1,425
	Associate	460-1050
	Paralegals	160-415

<b><u>Schonbrun, DeSimone, Seplow, Harris &amp; Hoffman</u></b>		
<b><u>2014 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	29	\$750
	24	700
<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	27	\$695
	22	630
	Lowest Associate	340

<b><u>Law Office of Carol Sobel</u></b>		
<b><u>2015 Rates:</u></b>	<b>Years of Experience:</b>	<b>Rates</b>
	37	\$875

<b><u>Spiro Moore LLP</u></b>		
<b><u>2012 Rates:</u></b>	<b>Years of Experience</b>	<b>Rates</b>
	30+	\$700
	17	600

<b><u>Skadden, Arps, Slate, Meagher &amp; Flom</u></b>		
<b><u>2013 Rates:</u></b>	Average Partner	\$1,035
	Highest Partner	1,150
	Lowest Partner	845
	Average Associate	620
	Highest Associate	845
	Lowest Associate	340

13. The hourly rates set forth above are those charged where full payment is expected promptly upon the rendition of the billing and without consideration of factors other than hours and rates. If any substantial part of the payment were to be contingent or deferred for any substantial period of time, for example, the fee arrangement would be adjusted accordingly to compensate the attorneys for those

1 factors.

2 14. In my experience, fee awards are almost always determined based on  
3 current rates, *i.e.*, the attorney's rate at the time a motion for fees is made, rather than  
4 the historical rate at the time the work was performed. This is a common and  
5 accepted practice to compensate attorneys for the delay in being paid.

6 **A Lodestar Multiplier Is Reasonable and Appropriate**

7 15. In my opinion, a lodestar multiplier should also be applied here, based  
8 on the risk involved in litigating this case on a wholly contingent basis. Based on my  
9 experience with and knowledge of the legal marketplace, it is certainly true that  
10 attorneys who litigate on a wholly or partially contingent basis expect to receive  
11 significantly higher fees in cases where compensation is contingent on success than  
12 in cases in which they are paid on a non-contingent basis, win or lose. As the case  
13 law recognizes (*see, e.g., Ketchum v. Moses*, 24 Cal.4th 1122 (2001)), this does not  
14 result in any "windfall" or undue "bonus."

15 16. Attorneys who assume representation of clients in important public  
16 interest cases like this one on a contingent basis are entitled to receive fees equivalent  
17 to those paid in the private market. In the private legal marketplace, a lawyer who  
18 assumes a significant financial risk on behalf of a client rightfully expects that his or  
19 her compensation will be significantly greater than if no risk was involved (*i.e.*, if the  
20 client paid the bill on an ongoing basis). It also is true that the greater the risk, the  
21 greater the "enhancement." In fact, an expert economist who testified in two cases in  
22 which I was involved opined that, based on a statistical risk analysis, attorneys who  
23 take cases on a contingent basis should receive from three to six times the market  
24 rates paid to attorneys on a non-contingent basis.

25 17. Adjusting court-awarded fees upward in contingent fee cases to reflect  
26 the risk of recovering no compensation whatsoever for thousands of hours of labor  
27 (as in Plaintiffs' Long Beach litigation) simply makes those fees competitive in the  
28 legal marketplace, helping to ensure that meritorious cases will be brought to enforce

1 important public interest policies and that clients who have meritorious claims will  
2 be more likely to obtain qualified counsel. The long and uncertain delay in  
3 recovering any compensation for that work or for the hundreds of thousands of  
4 dollars in out of pocket costs adds greatly to that risk.

5 18. I have come to understand that in this case, Plaintiffs' counsel achieved  
6 significant relief for the benefit of thousands of people with disabilities in the City of  
7 Long Beach. In my opinion, the incentive of enhanced fees to encourage the  
8 involvement of civil rights firms in addressing systemic problems with accessibility  
9 is particularly important, given that federal and state governmental entities do not  
10 provide adequate enforcement to ensure compliance. In other words, such  
11 enhancements are an important way to augment governmental enforcement in service  
12 of achieving important national civil rights objectives.

13 19. The expense and risk of public interest litigation has not diminished  
14 over the years; to the contrary, these cases are in many ways more difficult than ever.  
15 As a result, fewer and fewer attorneys and firms are willing to take on such litigation,  
16 and the few who are willing to do so can only continue if their fee awards reflect the  
17 true market value.

18 I declare under penalty of perjury under the laws of the United States that the  
19 foregoing is true and correct to the best of my knowledge, information and belief.  
20 Executed this 1<sup>st</sup> day of May, 2017 in Berkeley, California.

21  
22  
23 

24 Richard M. Pearl

# Exhibit A

## RESUME OF RICHARD M. PEARL

**RICHARD M. PEARL**  
**LAW OFFICES OF RICHARD M. PEARL**  
1816 Fifth Street  
Berkeley, CA 94710  
(510) 649-0810  
(510) 548-3143 (facsimile)  
rpearl@interx.net (e-mail)

### EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)  
Boalt Hall School of Law, Berkeley, J.D. (June 1969)

### BAR MEMBERSHIP

Member, State Bar of California (admitted January 1970)  
Member, State Bar of Georgia (admitted June 1970) (inactive)  
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

### EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, and 2014.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014): Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.



CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

## PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, and 2016 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

*Graham v. DaimlerChrysler Corp.* and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

*Current Issues in Attorneys' Fee Litigation*, California Labor and Employment Law Quarterly (September 2002 and November 2002)

*Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

*A Practical Introduction to Attorney's Fees*, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations in Determining, Billing, and Collecting (October 1992)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Effective Representation Before California Administrative Agencies (October 1986)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations (March 1984)

*Settlers Beware/The Dangers of Negotiating Statutory Fee Cases* (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

## **PUBLIC SERVICE**

Member, Attorneys' Fee Task Force, California State Bar

Chairperson, Board of Directors, California Rural Legal Assistance Foundation

## **REPRESENTATIVE CASES**

*Alcoser v. Thomas*

(2011) 2011 Cal.App.Unpub.LEXIS 1180

*Boren v. California Department of Employment*

(1976) 59 Cal.App.3d 250

*Cabrera v. Martin*

(9th Cir. 1992) 973 F.2d 735

*Camacho v. Bridgeport Financial, Inc.*

(9<sup>th</sup> Cir. 2008) 523 F.3d 973

*Campos v. E.D.D.*

(1982) 132 Cal.App.3d 961

*Center for Biological Diversity v. County of San Bernardino*

(2010) 185 Cal.App.4th 866

*Committee to Defend Reproductive Rights v. A Free Pregnancy Center*

(1991) 229 Cal.App.3d 633

*David C. v. Leavitt*

(D. Utah 1995) 900 F.Supp. 1547

*Delaney v. Baker*

(1999) 10 Cal.4th 23

*Dixon v. City of Oakland*

(2014) 2014 U.S.Dist.LEXIS 169688

*Employment Development Dept. v. Superior Court (Boren)*

(1981) 30 Cal.3d 256

**Representative Cases (cont.)**

*Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection*  
(2010) 190 Cal.App.4th 217

*Environmental Protection Information Center, Inc. v. Pacific Lumber Co.*  
(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9<sup>th</sup> Cir. 2004) 103 Fed. Appx. 627

*Flannery v Prentice*  
(2001) 26 Cal. 4th 572

*Graham v. DaimlerChrysler Corp.*  
(2004) 34 Cal. 4<sup>th</sup> 553

*Horsford v. Board of Trustees of Univ. of Calif.*  
(2005) 132 Cal.App.4th 359

*Ketchum v. Moses*  
(2001) 24 Cal.4th 1122

*Kievlan v. Dahlberg Electronics*  
(1978) 78 Cal.App.3d 951, *cert. denied* (1979)  
440 U.S. 951

*Lealao v. Beneficial California, Inc.*  
(2000) 82 Cal.App.4th 19

*Lewis v. California Unemployment Insurance Appeals Board*  
(1976) 56 Cal.App.3d 729

*Local 3-98 etc. v. Donovan*  
(N.D. Cal. 1984) 580 F.Supp. 714,  
*Aff'd* (9th Cir. 1986) 792 F.2d 762

*Mangold v. California Public Utilities Commission*  
(9th Cir. 1995) 67 F.3d 1470

*Maria P. v. Riles*  
(1987) 43 Cal.3d 1281

*Martinez v. Dunlop*  
(N.D. Cal. 1976) 411 F.Supp. 5,  
*aff'd* (9th Cir. 1977) 573 F.2d 555

**Representative Cases (cont.)**

*McQueen, Conservatorship of*  
(2014) 59 Cal.4<sup>th</sup> 602 (argued for *amici curiae*)

*McSomebodies v. Burlingame Elementary School Dist.*  
(9th Cir. 1990) 897 F.2d 974

*McSomebodies v. San Mateo City School Dist.*  
(9th Cir. 1990) 897 F.2d 975

*Molina v. Lexmark International*  
(2013) 2013 Cal.App. Unpub. LEXIS 6684

*Moore v. Bank of America*  
(9<sup>th</sup> Cir. 2007) 2007 U.S. App. LEXIS 19597

*Moore v. Bank of America*  
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

*Mora v. Chem-Tronics, Inc.*  
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,  
5 Wage & Hour Cas. 2d (BNA) 1122

*Nadaf-Rahrov v. Nieman Marcus Group*  
(2014) 2014 Cal.App. Unpub. LEXIS 6975

*Pena v. Superior Court of Kern County*  
(1975) 50 Cal.App.3d 694

*Ponce v. Tulare County Housing Authority*  
(E.D. Cal 1975) 389 F.Supp. 635

*Ramirez v. Runyon*  
(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

*Rubio v. Superior Court*  
(1979) 24 Cal.3d 93 (amicus)

*Sokolow v. County of San Mateo*  
(1989) 213 Cal. App. 3d. 231

**Representative Cases (cont.)**

*S.P. Growers v. Rodriguez*  
(1976) 17 Cal.3d 719 (amicus)

*Swan v. Tesconi*  
(2015) 2015 Cal.App. Unpub. LEXIS 3891

*Tongol v. Usery*  
(9th Cir. 1979) 601 F.2d 1091.  
*on remand* (N.D. Cal. 1983) 575 F.Supp. 409,  
*revs'd* (9th Cir. 1985) 762 F.2d 727

*Tripp v. Swoap*  
(1976) 17 Cal.3d 671 (amicus)

*United States (Davis) v. City and County of San Francisco*  
(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*  
*and revs'd in part sub nom Davis v. City and County*  
*of San Francisco* (9<sup>th</sup> Cir. 1992) 976 F.2d 1536,  
*modified on rehearing* (9<sup>th</sup> Cir. 1993) 984 F.2d 345

*United States v. City of San Diego*  
(S.D.Cal. 1998) 18 F.Supp.2d 1090

*Vasquez v. State of California*  
(2008) 45 Cal.4th 243 (amicus)

*Velez v. Wynne*  
(9<sup>th</sup> Cir. 2007) 2007 U.S. App. LEXIS 2194

**REFERENCES**

Furnished upon request.

July 2016

# Exhibit B



USCBA BUILDING PROGRAM  
BY PROGRAM PARTICIPANT

Volume 17, Number 3  
December 2015



THOMSON REUTERS

# California Region

Firm: **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name: Arizona  
 Case Name: Xhibit Corp., et al.  
 Case Number: 2:15-bk-00679-BKM

For fee applications  
 1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	\$520	0.10	\$52.00
					<b>Total:</b>	<b>0.10</b>	<b>\$52.00</b>

Firm: **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name: California Central  
 Case Name: State Fish Co., Inc  
 Case Number: 2:15-bk-11084-SK

For fee applications  
 6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	\$1,300	0.20	\$260.00
David Stern	Partner	CA	1975	1975	\$1,080	189.50	\$204,660.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	137.10	\$148,068.00
María Sountas Argiropoulos	Partner	CA	2006	2006	\$675	25.20	\$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	\$650	111.20	\$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	525.00	\$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	3.50	\$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	\$395	40.80	\$16,116.00
					<b>Total:</b>	<b>1038.50</b>	<b>\$711,949.00</b>

Firm: **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name: Delaware  
 Case Name: Optim Energy, LLC, et al.  
 Case Number: 14-10262 (BLS)

For fee applications  
 2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	\$790	0.60	\$474.00
					<b>Total:</b>	<b>0.60</b>	<b>\$474.00</b>

Firm: **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name: Delaware  
 Case Name: Corinthian Colleges Inc.  
 Case Number: 15-10952 (KJC)

For fee applications  
 5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	\$880	1.50	\$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	\$730	78.90	\$57,597.00
					<b>Total:</b>	<b>80.40</b>	<b>\$58,917.00</b>

# California Region

## Firm Cooley LLP

Firm Size: 613 Firm Rank: 63

For fee applications  
8/1/2015 through 8/31/2015

Court Name: Delaware  
Case Name: HS Legacy Corporation  
Case Number: 15-10197 (SIS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Raffin	Partner	CA	1998	1998	\$810	0.50	\$405.00
Janet D. Gertz	Associate	CA	2004	2004	\$755	14.60	\$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	\$595	2.80	\$1,666.00
<b>Total:</b>						<b>17.90</b>	<b>\$13,094.00</b>

## Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank: 21

For fee applications  
8/1/2015 through 8/31/2015

Court Name: Delaware  
Case Name: ENERGY FUTURE HOLDINGS CORP  
Case Number: 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	\$625	5.10	\$3,187.50
<b>Total:</b>						<b>5.10</b>	<b>\$3,187.50</b>

## Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank: 13

For fee applications  
8/1/2015 through 8/31/2015

Court Name: Delaware  
Case Name: ENERGY FUTURE HOLDINGS CORP  
Case Number: 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	\$1,220	3.10	\$3,782.00
Mark E. McKane	Partner	CA	1997	1997	\$1,025	198.50	\$203,462.50
Christopher Keegan	Partner	CA	2002	2002	\$855	75.50	\$64,552.50
Michael Esser	Associate	CA	2009	2009	\$825	213.40	\$176,055.00
Alexander Davis	Associate	CA	2012	2012	\$710	192.60	\$136,746.00
Justin Sowa	Associate	CA	2013	2013	\$710	199.70	\$141,787.00
Austin Klar	Associate	CA	2013	2013	\$635	35.00	\$22,225.00
Sarah Stock	Associate	CA	2013	2013	\$635	121.60	\$77,216.00
Anna Terteryan	Associate	CA	2014	2014	\$555	241.80	\$134,199.00
James Barolo	Associate	CA	2014	2014	\$555	108.60	\$60,273.00
Kevin Chang	Associate	CA	2014	2014	\$555	170.80	\$94,794.00
<b>Total:</b>						<b>1560.50</b>	<b>\$1,115,092.00</b>

### California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank: 0

For fee applications  
7/1/2015 through 11/30/2015

Court Name: Delaware  
Case Name: SEAL123, INC., et al.  
Case Number: 15-10081 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	\$1,080	7.30	\$7,884.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	37.10	\$40,068.00
David Fidler	Partner	CA	1997	1998	\$850	12.70	\$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	\$795	0.20	\$159.00
David M. Guess	Partner	CA	2005	2005	\$695	67.30	\$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	\$675	1.70	\$1,147.50
Justin D. Yi	Partner	CA	2009	2009	\$625	0.80	\$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	34.70	\$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	12.40	\$5,456.00
<b>Total:</b>						<b>174.20</b>	<b>\$129,265.50</b>

Firm **Morrison & Foerster LLP**

Firm Size: 225 Firm Rank: 22

Court Name: Delaware  
Case Name: ENERGY FUTURE HOLDINGS CORP  
Case Number: 14-10979 (CSS)

For fee applications  
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	\$635	39.80	\$25,273.00
Chika Arakawa	Associate	CA	2013	2013	\$495	8.30	\$4,108.50
<b>Total:</b>						<b>48.10</b>	<b>\$29,381.50</b>

### California Region

#### Firm: Munger Tolles & Olson LLC

Firm Size: 181 Firm Rank: 216

Court Name: Delaware  
 Case Name: ENERGY FUTURE HOLDINGS CORP  
 Case Number: 14-10979 (CSS)  
 For fee applications: 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	\$1,065	36.30	\$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	\$1,065	184.05	\$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	\$960	29.20	\$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	\$875	53.20	\$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	\$830	92.50	\$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	\$830	94.50	\$78,435.00
Seth Goldman	Partner	CA	2002	2002	\$750	154.70	\$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	\$680	115.10	\$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	\$635	184.80	\$117,348.00
Sam Greenberg	Associate	CA	2010	2010	\$615	61.70	\$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	\$510	89.40	\$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	\$510	68.30	\$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	\$510	70.40	\$35,904.00
Peter E. Boos	Associate	CA	2014	2014	\$395	11.40	\$4,503.00
<b>Total:</b>						<b>1245.55</b>	<b>\$934,885.25</b>

#### Firm: O'Melveny & Myers LLP

Firm Size: 1193 Firm Rank: 16

Court Name: Delaware  
 Case Name: Colt Holding Company  
 Case Number: 15-11396 (LSS)  
 For fee applications: 8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul McCreary	Partner	CA	1999	1999	\$930	6.70	\$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	\$755	11.20	\$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	\$745	5.00	\$3,725.00
Joannah Caneda	Associate	CA	2015	2015	\$460	4.90	\$2,254.00
Christopher Martin	Associate	CA	2014	2014	\$415	1.20	\$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	\$390	183.60	\$71,604.00
<b>Total:</b>						<b>212.60</b>	<b>\$92,768.00</b>

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

For fee applications  
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Debra I. Grassgreen	Partner	CA	1991	1994	\$925	1.30	\$1,202.50	
William Ramseyer	Of Counsel	CA	1980	1980	\$650	1.10	\$715.00	
<b>Total:</b>							<b>2.40</b>	<b>\$1,917.50</b>

Court Name Delaware  
Case Name DDMM Estate  
Case Number 12-12568(BLS)

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

For fee applications  
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	7.60	\$4,940.00	
<b>Total:</b>							<b>7.60</b>	<b>\$4,940.00</b>

Court Name Delaware  
Case Name ICL Holdings Company, INC  
Case Number 12-13319

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

For fee applications  
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Andrew W. Caine	Partner	CA	1983	1983	\$925	0.20	\$185.00	
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	1.30	\$845.00	
William Ramseyer	Of Counsel	CA	1980	1980	\$650	2.10	\$1,365.00	
<b>Total:</b>							<b>3.60</b>	<b>\$2,395.00</b>

Court Name Delaware  
Case Name NE OPCO Inc  
Case Number 1:13-BK-11483

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

For fee applications  
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Andrew W. Caine	Of Counsel	CA	1983	1983	\$925	0.40	\$370.00	
Jeffrey Pomerantz	Partner	CA	1989	1989	\$895	0.90	\$805.50	
Shirley S. Cho	Of Counsel	CA	1997	1997	\$750	13.10	\$9,825.00	
<b>Total:</b>							<b>14.40</b>	<b>\$11,000.50</b>

Court Name Delaware  
Case Name SEAL123, INC., et al.  
Case Number 15-10081 (CSS)



### California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**

Firm Size: 55 Firm Rank: 0

For fee applications:  
9/1/2014 through 9/30/2015

Court Name: Delaware  
Case Name: SS Body Armor, Inc  
Case Number: 10-11255-(PW)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	\$925	8.90	\$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	\$895	0.20	\$179.00
David J. Barton	Partner	CA	1981	1981	\$850	0.30	\$255.00
David M. Bertenthal	Partner	CA	1989	1993	\$850	10.00	\$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	\$775	1.70	\$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	\$725	2.80	\$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	\$665	0.80	\$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	\$625	46.60	\$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	\$625	2.40	\$1,500.00
<b>Total:</b>						<b>73.70</b>	<b>\$51,671.00</b>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank: 30

Court Name: Delaware

Case Name: MolyCorp, Inc  
Case Number: 15-11357 (CSS)

For fee applications:  
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	\$1,150	111.10	\$127,765.00
Peter Burke	Partner	CA	1996	1996	\$975	3.90	\$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	\$550	20.50	\$11,275.00
Kevin Kraft	Associate	CA	2014	2014	\$495	4.80	\$2,376.00
<b>Total:</b>						<b>140.30</b>	<b>\$145,218.50</b>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank: 30

Court Name: Delaware

Case Name: SEALIST, INC., et al.  
Case Number: 15-10081 (CSS)

For fee applications:  
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	\$995	0.90	\$895.50
Stephen D. Cooke	Partner	CA	1985	1985	\$973	0.30	\$292.13
<b>Total:</b>						<b>1.20</b>	<b>\$1,187.63</b>



# California Region

## Firm: Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank: 58

Court Name: Delaware  
 Case Name: RS Legacy Corporation  
 Case Number: 15-10197 (BLS)

For fee applications  
 6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	\$840	11.20	\$9,408.00
Katherine Scherling	Associate	CA	2008	2010	\$735	211.50	\$155,452.50
Randa Osman	Partner	CA	1990	1990	\$695	47.20	\$32,804.00
<b>Total:</b>						<b>269.90</b>	<b>\$197,664.50</b>

## Firm: Robins-Kaplan LLP

Firm Size: 250 Firm Rank: 0

Court Name: Delaware  
 Case Name: Corinthian Colleges Inc  
 Case Number: 15-10952 (KIC)

For fee applications  
 5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	\$810	5.70	\$4,617.00
Howard Weg	Partner	CA	2014	2014	\$795	60.30	\$47,938.50
David B. Shemano	Partner	CA	2014	2014	\$675	17.00	\$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	\$675	452.00	\$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	\$650	17.40	\$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	\$470	397.90	\$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	\$450	568.10	\$255,645.00
Amy Churan	Partner	CA	2001	2001	\$420	18.10	\$7,602.00
<b>Total:</b>						<b>1536.50</b>	<b>\$830,700.50</b>

## Firm: Tony's LLP

Firm Size: 236 Firm Rank: 0

Court Name: Delaware  
 Case Name: Nortel Networks Inc.  
 Case Number: 09-10138

For fee applications  
 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	\$1,090	9.10	\$9,919.00
Adam Slavens	Associate	CA	2007	2007	\$775	163.00	\$126,325.00
<b>Total:</b>						<b>172.10</b>	<b>\$136,244.00</b>

# California Region

**Firm** Cooley LLP  
**Firm Size:** 613 **Firm Rank** 63  
**Name** Aarti G. Reddy  
 Amanda B. Pacheco  
**Court Name** Virginia Eastern  
**Case Name** Health Diagnostic Laboratory, Inc.  
**Case Number** 15-32919-KRH  
**For fee applications** 6/7/2015 through 8/31/2015

State	Graduated	Admitted	Rate	Hours	Fees
CA	2010	2010	\$655	11.20	\$7,336.00
CA	2013	2013	\$470	3.30	\$1,551.00
<b>Total:</b>				<b>14.50</b>	<b>\$8,887.00</b>

**Title**  
 Associate  
 Associate

West Region

Firm **Faegre Baker Daniels LLP**

Firm Size: 750 Firm Rank: 0

For fee applications  
9/1/2013 through 11/18/2015

Court Name Colorado  
Case Name ROBERT D. MORDINI, JR.,  
Case Number 11-15491-ABC

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Michael K. Bolton	Partner	CO	2001	2001	\$540	0.50	\$270.00
Brandon K. Oliver	Associate	CO	2010	2010	\$295	3.50	\$1,032.50
						<b>Total:</b>	<b>\$1,302.50</b>

Firm **Greenberg Traurig LLP**

Firm Size: 1699 Firm Rank: 9

For fee applications  
8/1/2015 through 8/31/2015

Court Name Delaware  
Case Name ATLS Acquisition LLC  
Case Number 13-10262 (PIW)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew L. Hinker	Associate	CO	2010	2010	\$635	2.30	\$1,460.50
						<b>Total:</b>	<b>\$1,460.50</b>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank: 16

For fee applications  
8/1/2015 through 9/30/2015

Court Name Delaware  
Case Name Colt Holding Company  
Case Number 15-11296 (LSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Robert Blashek	Partner	CO	1977	1977	\$1,075	1.50	\$1,612.50
Peter Friedman	Partner	CO	1998	1998	\$935	107.00	\$100,045.00
						<b>Total:</b>	<b>\$101,657.50</b>

Firm **Jenner & Block LLP**

Firm Size: 433 Firm Rank: 98

For fee applications  
7/15/2015 through 10/31/2015

Court Name Alabama Northern  
Case Name Walter Energy Inc  
Case Number 15-02741-TOM11

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Jarrell A. Cook	Associate	WA	2014	2014	\$460	10.00	\$4,600.00
						<b>Total:</b>	<b>\$4,600.00</b>

West Region

Firm Akin Gump Strauss Hauer & Feld LLP

Firm Size: 790 Firm Rank 40

Court Name Delaware  
 Case Name Quicksilver Resources Inc  
 Case Number 15-10585(LSS)

For fee applications  
 7/1/2015 through 10/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Matthew W. Kinskey	Associate	WA	2014	2014	\$430	115.10	\$49,493.00	
<b>Total:</b>							<b>115.10</b>	<b>\$49,493.00</b>

Firm Bracewell & Giuliani LLP

Firm Size: 422 Firm Rank 103

Court Name Delaware  
 Case Name Optim Energy, LLC, et al,  
 Case Number 14-10262 (BLS)

For fee applications  
 7/1/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Nancy Jo Nelson	Partner	WA	1984	1984	\$975	28.60	\$27,885.00	
Jacqueline Java	Counsel	WA	2000	2000	\$670	0.90	\$603.00	
Jacqueline Java	Counsel	WA	2000	2000	\$650	54.50	\$35,432.63	
Sandra Snyder	Associate	WA	2006	2006	\$529	106.80	\$56,583.71	
Sandra Snyder	Associate	WA	2006	2006	\$520	2.30	\$1,196.00	
Blake Urban	Associate	WA	2009	2009	\$481	5.10	\$2,455.50	
Serena Rwejuna	Associate	WA	2013	2013	\$363	37.00	\$13,449.87	
<b>Total:</b>							<b>235.20</b>	<b>\$137,605.71</b>

Firm Foley & Lardner LLP

Firm Size: 874 Firm Rank 31

Court Name Delaware  
 Case Name Universal Cooperatives Inc  
 Case Number 14-11187 (MPW)

For fee applications  
 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Jack G. Haake	Associate	WA	2011	2011	\$315	12.40	\$3,906.00	
<b>Total:</b>							<b>12.40</b>	<b>\$3,906.00</b>

Firm Jones Day

Firm Size: 2407 Firm Rank 3

Court Name Delaware  
 Case Name Molycorp, Inc  
 Case Number 15-11357 (CSS)

For fee applications  
 8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees	
Kent L. Killelea	Of Counsel	WA	1984	1984	\$750	5.30	\$3,975.00	
<b>Total:</b>							<b>5.30</b>	<b>\$3,975.00</b>

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,300	0.2	\$260.00
Partner	Mike Behrus	Kirkland & Ellis LLP	1999	1999	CA	\$1,220	3.1	\$3,782.00
Partner	Leslie A. Plackon	Paul Hastings LLP	1988	1988	CA	\$1,150	111.1	\$127,765.00
Partner	Sheila Block	Tony's LLP	1974	1974	CA	\$1,090	9.1	\$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,080	189.5	\$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	\$1,080	7.3	\$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,080	174.2	\$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	\$1,065	36.3	\$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,065	184.05	\$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,025	198.5	\$203,452.50
Partner	Nancy I. Abell	Paul Hastings LLP	1979	1979	CA	\$995	0.9	\$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	\$975	3.9	\$3,802.50
Partner	Stephen D. Cocke	Paul Hastings LLP	1985	1985	CA	\$973	0.3	\$292.13
Partner	Stephetti D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$960	29.2	\$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	\$930	6.7	\$6,231.00
Partner	Alan J. Kornfeld	Munger Tolles & Myers LLP	1987	1987	CA	\$925	8.9	\$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$925	0.6	\$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1994	CA	\$925	1.3	\$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$895	0.2	\$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	\$895	0.9	\$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	\$880	1.5	\$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	\$875	53.2	\$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	\$855	75.5	\$64,552.50
Partner	David Hilder	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1997	CA	\$850	12.7	\$10,785.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	\$850	0.3	\$255.00
Partner	David M. Berenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	\$850	10	\$8,500.00
Partner	Benjamin Finestone	Pachulski Stang Ziehl Young Jones & Weintraub	2005	2004	CA	\$840	11.2	\$9,408.00
Partner	Jay M. Fujitani	Quinn Emanuel Urquhart & Sullivan, LLP	1984	1984	CA	\$830	92.5	\$76,775.00
Partner	Kevin S. Alfred	Munger Tolles & Olson LLC	1986	1986	CA	\$830	94.5	\$78,435.00
Associate	Michael Esser	Munger Tolles & Olson LLC	1985	1986	CA	\$825	213.4	\$176,055.00
Partner	Roman M. Silberfeld	Kirkland & Ellis LLP	2009	2009	CA	\$810	5.7	\$4,617.00
Partner	Seth A. Rafkin	Robins Kaplan LLP	1995	1995	CA	\$810	0.5	\$405.00
Partner	Howard Weg	Robins Kaplan LLP	1998	1998	CA	\$795	60.3	\$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$795	0.2	\$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	2001	2001	CA	\$790	0.6	\$474.00
Associate	Adam Stevens	Tony's LLP	1969	1969	CA	\$775	163	\$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2007	2007	CA	\$775	1.7	\$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2001	2001	CA	\$755	14.6	\$11,023.00
Counsel	Sarah Hoffman	O'Melveny & Myers LLP	2004	2004	CA	\$755	11.2	\$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2004	2004	CA	\$750	154.7	\$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	2002	2002	CA	\$750	13.1	\$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Counsel	Jeeho Lee	O'Melveny & Myers LLP	2007	2007	CA	\$745	5	\$3,725.00
Associate	Katherine Scharling	Quinn Emanuel Urquhart & Sullivan, LLP	2010	2008	CA	\$735	211.5	\$155,452.50
Partner	Lauren E. Curry	Brown Rudnick LLP	2010	2010	CA	\$730	78.9	\$57,597.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones & Weintraub	2006	2006	CA	\$725	2.8	\$2,030.00
Associate	Alexander Davis	Kirkland & Ellis LLP	2012	2012	CA	\$710	192.6	\$136,746.00
Associate	Justin Sowa	Kirkland & Ellis LLP	2013	2013	CA	\$710	199.7	\$141,787.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$695	67.3	\$46,773.50
Partner	Randa Osman	Quinn Emanuel Urquhart & Sullivan, LLP	1990	1990	CA	\$685	47.2	\$32,804.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$680	115.1	\$78,268.00
Partner	David B. Shemano	Robins Kaplan LLP	2014	2014	CA	\$675	17	\$11,475.00
Partner	María Sountas Argiropoulos	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$675	26.9	\$18,157.50
Partner	Scott F. Gautier	Robins Kaplan LLP	2014	2014	CA	\$675	45.2	\$305,100.00
Of Counsel	Jonathan Kim	Pachulski Stang Ziehl Young Jones & Weintraub	1995	1995	CA	\$665	0.8	\$532.00
Associate	Aarti G. Reddy	Cooley LLP	2010	2010	CA	\$655	11.2	\$7,336.00
Counsel	Colleen M. Keating	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	\$650	111.2	\$72,280.00
Partner	James P. Menton, Jr.	Robins Kaplan LLP	2014	2014	CA	\$650	17.4	\$11,310.00
Of Counsel	William L. Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	8.9	\$5,785.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	3.2	\$2,080.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$635	35	\$22,225.00
Associate	Clara Lim	Morrison & Foerster LLP	2012	2012	CA	\$635	39.8	\$25,273.00
Associate	Emily A. Bussigal	Munger Tolles & Olson LLC	2010	2010	CA	\$635	184.8	\$117,348.00
Associate	Sarah Stock	Kirkland & Ellis LLP	2013	2013	CA	\$635	121.6	\$77,216.00
Of Counsel	Elissa Wagner	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2000	CA	\$625	46.6	\$29,125.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009	CA	\$625	0.8	\$500.00
Associate	Matthew Bouslog	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$625	5.1	\$3,187.50
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$625	2.4	\$1,500.00
Associate	Sam Greenberg	Munger Tolles & Olson LLC	2010	2010	CA	\$615	61.7	\$37,945.50
Associate	Shannon L. Sorrells	Cooley LLP	2011	2011	CA	\$595	2.8	\$1,566.00
Associate	Anna Terteryan	Kirkland & Ellis LLP	2014	2014	CA	\$555	241.8	\$134,199.00
Associate	James Barolo	Kirkland & Ellis LLP	2014	2014	CA	\$555	108.6	\$60,273.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$555	170.8	\$94,794.00
Associate	Daniel C. Tola	Kirkland & Ellis LLP	2013	2013	CA	\$550	20.5	\$11,275.00
Partner	Eric S. Pezold	Snell & Wilmer	2004	2004	CA	\$520	0.1	\$52.00
Associate	Alex D. Terepka	Munger Tolles & Olson LLC	2012	2012	CA	\$510	89.4	\$45,594.00
Associate	Andrea M. Weintraub	Munger Tolles & Olson LLC	2013	2013	CA	\$510	68.3	\$34,833.00
Associate	Sara N. Taylor	Munger Tolles & Olson LLC	2012	2012	CA	\$510	70.4	\$35,904.00
Associate	Chika Arakawa	Morrison & Foerster LLP	2013	2013	CA	\$495	8.3	\$4,108.50
Associate	Kevin Kraft	Paul Hastings LLP	2014	2014	CA	\$495	4.8	\$2,376.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012	CA	\$475	559.7	\$265,857.50
Associate	Amanda B. Pacheco	Cooley LLP	2013	2013	CA	\$470	3.3	\$1,551.00
Associate	Cynthia C. Hernandez	Robins Kaplan LLP	2009	2009	CA	\$470	397.9	\$187,013.00



## California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	\$460	4.9	\$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	\$450	568.1	\$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	\$440	21.9	\$9,635.00
Partner	Amy Churam	Robins Kaplan LLP	2001	2001	CA	\$420	18.1	\$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	\$415	1.2	\$498.00
Associate	Peter E. Boos	Munger Toiles & Olson LLC	2014	2014	CA	\$395	11.4	\$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$395	40.8	\$16,115.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	\$390	183.6	\$71,604.00




West Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Robert Blashek	O'Melveny & Myers LLP	1977	1977	CO	\$1,075	1.5	\$1,612.50
Partner	Peter Friedmann	O'Melveny & Myers LLP	1998	1998	CO	\$935	107	\$100,045.00
Associate	Matthew L. Hinker	Greenberg Traurig LLP	2010	2010	CO	\$635	2.3	\$1,460.50
Partner	Michael K. Bolton	Faegre Baker Daniels LLP	2001	2001	CO	\$540	0.5	\$270.00
Associate	Brandon K. Oliver	Faegre Baker Daniels LLP	2010	2010	CO	\$295	3.5	\$1,032.50
Partner	Nancy Jo Nelson	Bracewell & Giuliani LLP	1984	1984	WA	\$975	28.6	\$27,885.00
Of Counsel	Kent L. Killelea	Jones Day	1984	1984	WA	\$750	5.3	\$3,975.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$670	0.9	\$603.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$650	54.5	\$35,432.63
Associate	Sandra Snyder	Bracewell & Giuliani LLP	2006	2006	WA	\$529	106.8	\$56,583.71
Associate	Blake Urban	Bracewell & Giuliani LLP	2006	2006	WA	\$520	2.3	\$1,196.00
Associate	Jarrell A. Cook	Jenner & Block LLP	2009	2009	WA	\$481	5.1	\$2,455.50
Associate	Matthew W. Kinskey	Akin Gump Strauss Hauer & Feld LLP	2014	2014	WA	\$460	10	\$4,600.00
Associate	Serena Rwejuna	Bracewell & Giuliani LLP	2014	2014	WA	\$430	115.1	\$49,493.00
Associate	Jack G. Haake	Foley & Lardner LLP	2013	2013	WA	\$363	37	\$13,449.87
Associate	Jack G. Haake	Foley & Lardner LLP	2011	2011	WA	\$315	12.4	\$3,906.00

# Exhibit C

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## Billing Rates Rise, Discounts Abound

A 10 percent increase is offset by price cuts.

Katelyn Polantz, The National Law Journal

January 5, 2015

The price of a billable hour has risen by more than 10 percent in four years, as large corporate law firms focused on their most expensive work and saved clients' money elsewhere.

"The question is: Is anybody paying that?" Maurice Watson, chairman at Husch Blackwell, said, looking back at hourly rates charged last year for lawyers. Husch's average rate for partners is about \$449 per hour, the firm told The National Law Journal in response to our 2014 billing survey. But \$407 is closer to what the firm collects for its work.

The former number represents the "rack rate," Watson said, while the lower price factors in discounts given to clients on the billable hour and in alternative billing arrangements.

Husch's fees are indicative of the pricier billable hour and complementary cost cuts that law firms find for clients. The Kansas City, Mo.-founded firm was among the firms that have reported their rates to The National Law Journal since 2010. Almost all of the highest- and lowest-charging partners among the firms increased rates since 2010.

Partners' hourly prices at the 40 firms that reported their numbers in 2014 now hover around \$500 an hour on average. The highest-billing partner among the survey came from Kaye Scholer, with a \$1,250 rate. The lowest-billing partner, from Frost Brown Todd, made \$220, the firms told the NLJ.

**See chart: [Billing Rates at the Nation's Priciest Law Firms](#)**

The NLJ billing data also includes rates collected from public records — mostly bankruptcy filings — for 128 additional firms during the past three years.

Although the rates charged have gone up in recent years, the amounts that clients pay have not kept pace with inflation, legal industry leaders say.

"I think the story of billing rates is no longer as full or clear as it once was," Watson said.

Lawyers often give discounts on their stated rates, or firms arrange alternative fee plans with clients, including caps on fees, retainers or other flat rates for legal work. Still, firms lean on hourly pricing more than any other model. Generally, 15 percent to 20 percent of work comes from alternative fee structures, according to Steve Nelson of the McCormick Group Inc., a legal consulting firm in Northern Virginia.

Dinsmore & Shohl, a Cincinnati-based firm, has changed the way it sets rates instead of ditching the billable model.

"The billable hour is still very important. There's probably 100 reasons for that," firm chairman George Vincent said.

Dinsmore opened an office in Washington in 2011, so billing rates for lawyers in the nation's capital notched higher than at the rest of the firm. At the same time, associates faced a shift away from rates that rise in lockstep to individualized pricing, Vincent said. Dinsmore also has added nonpartner-track associates to cut some fees. The firm's lawyers charged between \$590 and \$175 in 2010, but they ranged between \$850 and \$160 in 2014.

The spread shows a rate expansion that mimics the decisions made by other firms — increases for top earners while squeezing value where they can.

Associates, on average, charged \$306 an hour at 28 firms in the NLJ study in 2014, an increase of 12 percent from those firms' average rate four years previously. The most expensive associates' rates pushed up at about the same pace, while a number of firms increased their lowest-paid associates' rates by only \$15 or less an hour.

The deleveraging of lawyers in the industry may account for this. Many clients now refuse to pay for legal work performed by first-year associates, Nelson said. Associates instead train during their first year, or work on pro bono or the equivalent of clerk and paralegal tasks. Outsourcing some work to cheaper consultants and firms plays into the pricing models more every year.

Many large firms are shedding lower-end practices, which fueled partners' lateral moves in 2014, Nelson added. Large firms now often mandate that partners meet or exceed certain rates. Some practices become priced out, so the lawyers move to less strict or lower-tiered firms to keep their clients. Practices that work on large corporate mergers or high-stakes litigation saw less lateral movement because of rate pressure. Gibson, Dunn & Crutcher, with an \$1,800 hourly rate for Theodore Olson, an outlier, had the highest rate the NLJ could find in public records.

The billing rate story was different in bankruptcy matters. Those numbers showed that the practice area, which runs countercyclical to the U.S. economy, suffered as companies recovered from the economic recession. Partners and associates working with clients in bankruptcy often must report their hourly rates in court.

Those partners averaged \$452 per hour in 2014, compared with an average rate of \$480 in 2012. The NLJ found fewer partners mentioned in new bankruptcy filings in 2014 compared with the previous years. On average over three years, bankruptcy partners charged about \$475 an hour, according to records from more than 2,300 firm shareholders.

In 2012, when rates were higher, elite New York firms told courts their partners earned \$1,000 an hour or more on the work. This \$1,000-an-hour club included three partners from Paul, Weiss, Rifkind, Wharton & Garrison and two partners from Weil, Gotshal & Manges.

It also included a team of nine Sullivan & Cromwell partners who charged \$1,150 an hour each to represent Eastman Kodak Co. in its bankruptcy.

In 2014, the rates for bankruptcy work topped out at about \$900 an hour, according to the data. Two partners from Pachulski Stang Ziehl & Jones, a Los Angeles corporate restructuring boutique, charged \$875 and \$895 each for their work on the bankruptcy of staffing company Ablest Inc.

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2014 Arnold & Porter	Washington, DC	720	\$950.00	\$670.00	\$815.00	\$610.00	\$345.00	\$500.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00	\$250.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00	\$272.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Baker & McKenzie	Chicago, IL	4057	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00	\$395.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$465.00	\$245.00	\$295.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Ballard Spahr	Philadelphia, PA	483	\$550.00	\$395.00	\$475.00	\$495.00	\$235.00	\$315.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Barnes & Thornburg	Indianapolis, IN	522	\$580.00	\$330.00	\$480.00	\$370.00	\$260.00	\$320.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$390.00	\$465.00	\$475.00	\$155.00	\$280.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Best Best & Krieger	Riverside, CA	175	\$655.00	\$340.00	\$465.00	\$385.00	\$235.00	\$280.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$165.00	\$450.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report



2014 Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bond, Schoeneck & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Brown Rudnick	Boston, MA	187	\$1045.00	\$550.00	\$656.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Buchalter Nerner	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Burr & Fomen	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cole, Schotz, Miesel, Forman & Leonard	Hackensack, NJ	116	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Connell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cooley	Palo Alto, CA	573	\$990.00	\$960.00	\$820.00	\$640.00	\$335.00	\$515.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cozen O'Connor	Philadelphia, PA	495	\$1195.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Curtis, Malles-Prevost, Colt & Mosle	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Davis Graham & Stubbs	Denver, CO	145	\$635.03	\$315.00	\$435.00	\$350.00	\$200.00	\$256.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Debevoise & Plimpton	New York, NY	585	\$1075.03	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Dechert	New York, NY	845	\$1095.00	\$670.00	\$900.00	\$735.00	\$355.00	\$530.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Dorsey & Whitney	Minneapolis, MN	501	\$585.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.
2014 Duane Morris	Philadelphia, PA	613	\$950.00	\$415.00	\$589.00	\$585.00	\$260.00	\$373.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report.

2014 Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Foley Hoag	Boston, MA	221	\$775.00	\$580.00	\$670.00	\$385.00	\$290.00	\$325.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$765.00	\$980.00	\$930.00	\$175.00	\$590.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Greenberg Traurig	New York, NY	1590	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$346.00	\$285.00	\$175.00	\$230.00	\$400.00 National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$535.00 National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$910.00 National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Husch Blackwell	St Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$418.00	\$240.00	\$625.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Irell & Manella	Los Angeles, CA	166	\$975.00	\$600.00	\$690.00	\$750.00	\$395.00	\$535.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jeffer, Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jenner & Block	Chicago, IL	434	\$525.00	\$565.00	\$745.00	\$650.00	\$380.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Kaisowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$895.00	\$625.00	\$200.00	\$340.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kaiter, Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$465.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$660.00	\$795.00	\$370.00	\$597.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kelley Drye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$365.00	\$430.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kilpatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kirkland & Ellis	Chicago, IL	1554	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Knobbe Martens Olson & Bear	Irvine, CA	250	\$810.00	\$450.00	\$575.00	\$455.00	\$305.00	\$360.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Kramer Levin Naftalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report



2014 Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$950.00	\$725.00	\$465.00	\$605.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Lathrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Lewis Roca Rothgerber	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Lowenstein Sandler	Roseland, NJ	261	\$890.00	\$600.00	\$785.00	\$650.00	\$300.00	\$460.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$540.00	\$740.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$580.00	\$370.00	\$220.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 McElroy, Deutsch, Mulvaney & Carpenter	Morrisstown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$450.00	\$430.00	\$190.00	\$280.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$765.00	\$430.00	\$620.00	\$595.00	\$270.00	\$390.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$895.00	\$725.00	\$230.00	\$525.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report
2014 Nixon Peabody	Boston, MA	584	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. offices as listed in the 2014 NLJ 350 report

2014 Norris McLaughlin & Marcus	128	Bridgewater, NJ	\$505.00	\$485.00	\$495.00	\$365.00-\$185.00	\$275.00	\$440.00	\$485.00	\$340.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Norton Rose Fulbright	3537	Houston, TX	\$900.00	\$525.00	\$775.00	\$515.00-\$300.00	\$400.00	\$440.00	\$485.00	\$340.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Nossaman	148	Los Angeles, CA	\$600.00	\$370.00	\$579.00	\$490.00-\$255.00	\$340.00	\$440.00	\$485.00	\$340.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Nutter McClennen & Fish	146	Boston, MA	\$715.00	\$470.00	\$575.00	\$460.00-\$295.00	\$375.00	\$440.00	\$485.00	\$375.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Ogletree Deakins	668	Atlanta, GA	\$650.00	\$250.00	\$380.00	\$365.00-\$200.00	\$260.00	\$440.00	\$485.00	\$260.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 O'Melveny & Myers	721	Los Angeles, CA	\$950.00	\$615.00	\$715.00	\$715.00	\$560.00	\$440.00	\$485.00	\$560.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Ornick Herrington & Sutcliffe	954	New York, NY	\$1095.00	\$715.00	\$845.00	\$375.00-\$710.00	\$560.00	\$440.00	\$485.00	\$560.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Parker Poe Adams & Bernstein	185	Charlotte, NC	\$500.00	\$425.00	\$450.00			\$440.00	\$485.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Paul Hastings	889	New York, NY	\$900.00	\$750.00	\$815.00	\$755.00-\$335.00	\$540.00	\$440.00	\$485.00	\$540.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Paul, Weiss, Rind, Wharton & Gantson	854	New York, NY	\$1120.00	\$760.00	\$1040.00	\$735.00-\$595.00	\$678.00	\$440.00	\$485.00	\$678.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Perkins Cole	Seattle, WA	881	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Palsinelli	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$515.00	\$600.00	\$210.00	\$335.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Reed Smith	Pittsburgh, PA	1555	\$680.00	\$605.00	\$737.00	\$530.00	\$285.00	\$420.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Richards, Layton & Finger	Wilmington, DE	124	\$600.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Riker Danzig Scherer Hyland & Perretti	Morrisstown, NJ	146	\$485.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Seward & Kissel	New York, NY	143	\$650.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Seyfarth Shaw	Chicago, IL	779	\$650.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$675.00	\$450.00	\$665.00	\$535.00	\$275.00	\$415.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Shutts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$280.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1,150,000	\$845,000	\$1,035,000	\$845,000	\$340,000	\$620,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Snell & Wilmer	Phoenix, AZ	411	\$845,000	\$325,000	\$525,000	\$470,000	\$180,000	\$280,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Spilman Thomas & Battle	Charleston, WV	131						\$280,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Squire Patton Boggs			\$950,000	\$350,000	\$655,000	\$530,000	\$250,000	\$355,000	National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Sterne, Kessler, Goldstein & Fox	Washington, DC	122	\$795,000	\$450,000	\$577,000	\$470,000	\$265,000	\$450,000	National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Stevens & Lee	Reading, PA	154	\$800,000	\$525,000	\$625,000			\$450,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Steel Rives	Portland, OR	365	\$600,000	\$300,000	\$492,000	\$465,000	\$205,000	\$287,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Strasburger & Price	Dallas, TX	217	\$690,000	\$290,000	\$435,000	\$365,000	\$210,000	\$300,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Stroock & Stroock & Lavan	New York, NY	285	\$1,125,000	\$675,000	\$960,000	\$840,000	\$350,000	\$745,000	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Taft Steffinius & Hollister	Cincinnati, OH	357	\$535.00	\$235.00	\$415.00	\$475.00	\$200.00	\$285.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Troutman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Ulmer & Berne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Varnum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Venable	Washington, DC	533	\$1075.00	\$470.00	\$650.00	\$575.00	\$295.00	\$430.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Waller Lansden Dortch & Davis	Nashville, TN	176	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report



2014 White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00	National Law Journal, December 2014 Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wiley Rein	Washington, DC	277	\$850.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Williams Mullan	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$285.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wilkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$580.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wombis Carlye Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00				Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00				Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

# Exhibit D

2015

# Real Rate Report<sup>®</sup> Snapshot

The Industry's Leading Analysis of Law Firm  
Rates, Trends, and Practices



WHAT THE BEST COMPANIES DO



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# A Letter to Our Readers

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Welcome to the 2015 Real Rate Report® Snapshot, our latest update to The Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates and matter costs.

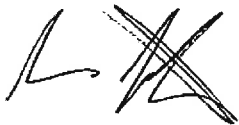
The past year was characterized by challenging economic growth, corporate legal departments with diminished appetite to allocate precious company dollars to costly, long-term litigation and avoidable legal matters, and an increasingly competitive legal services marketplace where corporate clients rewarded law firm productivity. In this environment, where there are more choices available—to corporate counsel and law firms alike—to perform high-quality legal work differently than ever before, both buyers and sellers of legal services must ground their decisions in relevant, data-backed information.

In an ongoing effort to provide this transparency, CEB and ELM Solutions once again analyzed more than \$9.8 billion in legal spending data from corporations' and law firms' e-billing and time management solutions, as well as other industry sources. The result is this year's Real Rate Report Snapshot: a refresh of the robust data appendices published in the 2014 Real Rate Report that includes an additional year of rate data.

As in the 2014 Real Rate Report, we have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. Our hope remains that the information and analysis provided in this Snapshot will not only inform legal departments about hourly rates and total costs but also empower them to make better and more confident decisions that create substantial cost savings and greater satisfaction with the law firms they use.

We strive to make The Real Rate Report and Real Rate Report Snapshot valuable and actionable reference tools for legal departments and law firms. As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank you and look forward to continuing the conversation on how legal departments and law firms can collaborate with better clarity and trust.

Warm regards,



Aaron Kotok  
Practice Leader  
CEB



Glenn Paredes  
EVP and General Manager  
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# How to Use This Snapshot

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The Real Rate Report and this 2015 Real Rate Report Snapshot examine law firm rates over time and identify rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal). All analyses included in the study are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information—along with the ranges of those rates and their changes over time—highlights the roles these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals. Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether they could generate additional income if they modified their approach.

Affirmatively or intuitively, company purchasers of law firm services usually evaluate law firm rates based on five classic value propositions:<sup>1</sup>

- Quality (whether good, poor, or acceptable results are routinely achieved)
- Cost (the price, or rate, paid to achieve results)
- Service (the level of responsiveness and compliance with required processes)
- Speed (how quickly matters or tasks are resolved)
- Innovation (the application of novel solutions to issues or matters)

These value propositions are more or less important across varying practice areas, and this study clearly demonstrates their relative values. Delivering fast and excellent results in complicated financial matters is appropriately valued by clients more highly (with resulting higher rates) than is delivering excellent results in routine workers' compensation or real estate matters. The information in this 2015 update—as well as the analyses included in the full-length 2014 Real Rate Report—can help law firms consider whether they are properly pricing their services and further inform the profitability of alternative business models. This 2015 Real Rate Report Snapshot and the 2014 Real Rate Report can help companies align their past and future paid rates with the value propositions that return the greatest value by practice area.

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<sup>1</sup> Dave Ulrich, Jack Zenger, and Norm Smallwood, *Results-Based Leadership*. Boston: Harvard Business Press, 1999.



# A Note on Comparability of Data

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The data used for this 2015 Real Rate Report Snapshot include more than \$9.8 billion in fees billed for legal services in the United States during the three-year period from 2012 to 2014. The data comprise fees paid by 96 companies to more than 4,500 law firms and more than 151,000 timekeepers. Table 1 provides a summary description of the US dataset.

In addition, we used a smaller subset of data to provide several analyses on non-United States legal fees. These data include approximately \$812 million in fees, more than 26,000 timekeepers, and 25 countries being represented in the final report.

The information is not based on surveys, sampling, or reviews of other published information, but on anonymized data showing the actual hours and fees law firm personnel billed. Companies participating in this 2015 Real Rate Report Snapshot analysis provided written consent for the use of their data. The data used to create this snapshot exclude identifying information of

participant companies and of the matters, timekeepers, and law firms billing on those companies' invoices. (For more information on the data methodology, see the Appendix.)

This dataset is large enough to provide valuable guidance and represents a statistically useful portion of the \$300.4 billion annual US legal services business.<sup>2</sup> Am Law 100 firms alone had 2014 revenues of roughly \$92.7 billion.<sup>3</sup> This dataset covers 106,882 partners and associates—spread across more than 350 US metropolitan areas.

Again, this sample is large enough to have useful analytical power, but it certainly does not come close to covering all the lawyers in the United States who work for corporate clients. The United States Bureau of Labor Statistics estimates there are more than 603,000 lawyers practicing in the United States—55,480 lawyers in the New York City area alone and another 41,460 in the Washington, DC, area.<sup>4</sup>

<sup>2</sup> Bureau of Economic Analysis, "Gross Output by Industry," 2013.

<sup>3</sup> Aric Press, "2015 Global 100: Top-Grossing Law Firms in the World," *The American Lawyer*, 28 September 2015, <http://www.americanlawyer.com/id=1202471809600/2015-Global-100-TopGrossing-Law-Firms-in-the-World->.

<sup>4</sup> Bureau of Labor Statistics, "Occupational Employment and Wages, May 2014," May 2014, <http://www.bls.gov/oes/current/oes231011.htm>.

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Table 1: Overview of the US Legal Fees Data Analyzed by CEB and ELM Solutions

<b>FEES BILLED</b>	<b>\$9.83 BILLION (2012-2014)</b>
<b>US LAW FIRMS</b>	<b>4,800+</b>
<b>LAW FIRM ASSOCIATES</b>	<b>58,000+</b>
<b>LAW FIRM PARTNERS</b>	<b>48,000+</b>
<b>TOTAL INDIVIDUAL BILLERS</b>	<b>151,000+</b>
<b>NUMBER OF INVOICE LINE ITEMS</b>	<b>28 Million+</b>
<b>TOTAL HOURS BILLED</b>	<b>27.9 Million</b>
<b>UNITED STATES METROPOLITAN AREA</b>	<b>350+</b>
<b>NUMBER OF COMPANIES</b>	<b>96</b>
<b>INDUSTRIES REPRESENTED</b>	Basic Materials and Utilities Consumer Goods Consumer Services (Including Retail) Financial Services (Including Banking and Insurance) Health Care Industrials Technology and Telecommunications

# Section I: High-Level Data Cuts

## Partners

By City and Years of Experience (Continued)

City	Years of Experience	n	First Quartile	Median	Third Quartile	2014 Mean	2013 Mean	2012 Mean
Knoxville, TN	Less Than 21 Years	14	\$230.00	\$233.48	\$280.00	\$247.38	\$216.02	\$226.29
	21 or More Years	17	\$190.00	\$230.00	\$280.00	\$245.26	\$254.55	\$283.41
Lansing, MI	Less Than 21 Years	9	\$290.00	\$351.00	\$409.00	\$348.20	n/a	n/a
	21 or More Years	11	\$314.57	\$450.00	\$515.00	\$415.47	\$362.08	\$315.38
Las Vegas, NV	Less Than 21 Years	63	\$230.04	\$325.00	\$392.05	\$317.94	\$303.88	\$289.21
	21 or More Years	36	\$272.50	\$446.42	\$514.58	\$428.94	\$441.81	\$369.12
Lexington, KY	Less Than 21 Years	17	\$270.00	\$290.00	\$320.00	\$306.17	\$288.22	\$274.50
	21 or More Years	23	\$295.00	\$330.00	\$370.00	\$329.45	\$347.05	\$331.13
Little Rock, AR	Less Than 21 Years	15	\$215.00	\$225.00	\$310.00	\$248.73	\$227.89	\$215.65
	21 or More Years	23	\$250.00	\$300.00	\$325.00	\$293.50	\$267.82	\$264.76
Los Angeles, CA	Less Than 21 Years	456	\$362.81	\$500.00	\$676.93	\$540.10	\$533.38	\$535.85
	21 or More Years	641	\$375.00	\$615.00	\$848.00	\$626.55	\$611.34	\$617.61
Louisville, KY	Less Than 21 Years	40	\$236.00	\$271.29	\$315.00	\$276.65	\$271.68	\$256.93
	21 or More Years	43	\$306.00	\$365.00	\$405.00	\$343.90	\$364.61	\$365.39
Madison, WI	Less Than 21 Years	19	\$245.00	\$340.00	\$360.00	\$333.28	\$313.47	\$313.78
	21 or More Years	18	\$240.00	\$344.00	\$375.00	\$320.05	\$283.96	\$354.36
Memphis, TN	Less Than 21 Years	25	\$255.63	\$265.00	\$297.00	\$263.61	\$266.63	\$260.30
	21 or More Years	50	\$285.00	\$354.97	\$415.00	\$342.85	\$317.92	\$307.93
Miami, FL	Less Than 21 Years	163	\$240.00	\$333.20	\$435.00	\$351.01	\$354.13	\$350.58
	21 or More Years	238	\$335.00	\$449.49	\$560.00	\$450.27	\$435.14	\$437.17
Milwaukee, WI	Less Than 21 Years	63	\$260.00	\$345.00	\$410.34	\$360.00	\$369.89	\$353.29
	21 or More Years	86	\$285.00	\$365.91	\$507.17	\$385.68	\$389.60	\$363.27
Minneapolis, MN	Less Than 21 Years	153	\$280.00	\$350.00	\$435.00	\$361.19	\$360.51	\$363.12
	21 or More Years	181	\$310.00	\$440.00	\$540.00	\$437.66	\$424.73	\$416.55
Montgomery, AL	Less Than 21 Years	10	\$285.00	\$295.00	\$350.00	\$294.81	\$262.82	\$258.11
	21 or More Years	8	\$282.50	\$306.12	\$325.00	\$303.40	\$315.43	\$286.11
Nashville, TN	Less Than 21 Years	53	\$281.37	\$340.00	\$390.00	\$331.85	\$324.51	\$308.85
	21 or More Years	65	\$312.00	\$385.00	\$432.40	\$373.64	\$359.25	\$332.26
New Haven, CT	Less Than 21 Years	17	\$302.97	\$350.00	\$400.00	\$342.62	\$355.28	\$357.11
	21 or More Years	17	\$348.33	\$373.50	\$434.65	\$395.92	\$327.99	\$362.34
New Orleans, LA	Less Than 21 Years	43	\$195.00	\$254.03	\$288.75	\$255.09	\$253.26	\$259.71
	21 or More Years	85	\$205.00	\$288.75	\$346.49	\$297.10	\$299.30	\$288.83
New York, NY	Less Than 21 Years	1,120	\$524.00	\$729.91	\$922.74	\$719.15	\$694.89	\$695.57
	21 or More Years	1,857	\$520.00	\$775.00	\$980.99	\$752.59	\$743.74	\$740.52
Oklahoma City, OK	Less Than 21 Years	21	\$200.00	\$225.66	\$280.00	\$237.60	\$259.51	\$241.65
	21 or More Years	27	\$200.00	\$310.00	\$330.00	\$289.34	\$282.05	\$270.57
Omaha, NE	Less Than 21 Years	27	\$190.00	\$260.00	\$320.00	\$255.30	\$250.98	\$254.62
	21 or More Years	37	\$195.00	\$290.00	\$340.00	\$291.04	\$283.69	\$265.55

# Section I: High-Level Data Cuts

## Partners

By City and Years of Experience (Continued)

2014—Real Rates						Trend Analysis		
City	Years of Experience	n	First Quartile	Median	Third Quartile	2014 Mean	2013 Mean	2012 Mean
Orlando, FL	Less Than 21 Years	45	\$233.03	\$299.58	\$347.84	\$296.79	\$305.75	\$305.34
	21 or More Years	52	\$285.00	\$370.00	\$455.00	\$380.03	\$366.67	\$353.34
Philadelphia, PA	Less Than 21 Years	376	\$350.00	\$485.42	\$573.80	\$469.18	\$451.63	\$436.98
	21 or More Years	540	\$382.05	\$525.00	\$677.80	\$530.53	\$507.27	\$498.09
Phoenix, AZ	Less Than 21 Years	82	\$275.00	\$340.00	\$393.60	\$341.97	\$338.40	\$316.17
	21 or More Years	103	\$275.00	\$350.00	\$466.25	\$366.61	\$371.74	\$355.53
Pittsburgh, PA	Less Than 21 Years	72	\$247.50	\$418.47	\$491.05	\$396.10	\$389.23	\$376.96
	21 or More Years	113	\$320.00	\$477.35	\$570.00	\$464.13	\$428.82	\$416.20
Portland, ME	Less Than 21 Years	14	\$190.00	\$268.00	\$315.00	\$258.07	\$266.42	\$248.94
	21 or More Years	41	\$190.00	\$305.00	\$375.00	\$290.06	\$283.88	\$274.65
Portland, OR	Less Than 21 Years	71	\$323.48	\$350.00	\$385.00	\$351.54	\$335.94	\$324.73
	21 or More Years	81	\$353.12	\$427.21	\$484.50	\$425.48	\$392.79	\$390.23
Providence, RI	Less Than 21 Years	n/a	n/a	n/a	n/a	n/a	\$299.19	\$292.50
	21 or More Years	23	\$185.00	\$300.00	\$350.00	\$311.84	\$307.05	\$285.75
Raleigh, NC	Less Than 21 Years	37	\$250.00	\$300.00	\$350.00	\$306.39	\$324.21	\$330.18
	21 or More Years	40	\$283.19	\$392.55	\$475.50	\$375.82	\$377.27	\$391.72
Reno, NV	Less Than 21 Years	9	\$329.38	\$350.00	\$375.00	\$347.16	n/a	\$328.25
	21 or More Years	11	\$300.00	\$400.00	\$465.00	\$381.09	\$363.99	\$339.30
Richmond, VA	Less Than 21 Years	80	\$250.00	\$380.27	\$553.71	\$402.40	\$375.46	\$360.02
	21 or More Years	81	\$350.00	\$522.00	\$659.74	\$508.21	\$478.01	\$505.29
Rochester, NY	Less Than 21 Years	13	\$300.00	\$347.13	\$390.00	\$346.83	\$319.86	\$314.76
	21 or More Years	25	\$215.00	\$320.41	\$375.00	\$329.87	\$308.13	\$313.97
Sacramento, CA	Less Than 21 Years	19	\$247.55	\$336.00	\$445.00	\$357.84	\$331.94	\$365.12
	21 or More Years	30	\$272.80	\$370.22	\$475.00	\$404.03	\$467.68	\$440.69
Salt Lake City, UT	Less Than 21 Years	53	\$214.93	\$270.00	\$348.32	\$287.84	\$292.70	\$281.69
	21 or More Years	41	\$300.00	\$345.00	\$381.91	\$344.79	\$358.92	\$338.50
San Diego, CA	Less Than 21 Years	89	\$300.00	\$450.00	\$651.00	\$477.52	\$466.76	\$491.67
	21 or More Years	84	\$306.93	\$423.08	\$715.00	\$502.14	\$498.79	\$461.07
San Francisco, CA	Less Than 21 Years	261	\$350.00	\$549.00	\$693.00	\$541.87	\$537.48	\$539.86
	21 or More Years	370	\$400.00	\$599.50	\$790.00	\$596.73	\$590.94	\$594.90
San Jose, CA	Less Than 21 Years	96	\$513.67	\$681.74	\$805.42	\$667.44	\$659.38	\$603.77
	21 or More Years	102	\$600.00	\$765.88	\$880.00	\$741.33	\$762.50	\$743.62
Seattle, WA	Less Than 21 Years	124	\$300.00	\$375.07	\$450.00	\$376.71	\$377.11	\$355.39
	21 or More Years	211	\$394.85	\$455.48	\$509.85	\$450.31	\$428.91	\$418.03
St. Louis, MO	Less Than 21 Years	93	\$295.00	\$355.00	\$400.50	\$341.77	\$328.96	\$324.64
	21 or More Years	131	\$320.00	\$409.00	\$469.42	\$387.83	\$367.92	\$355.30
Syracuse, NY	Less Than 21 Years	21	\$190.70	\$220.00	\$274.81	\$228.50	\$234.49	\$213.49
	21 or More Years	32	\$240.22	\$300.00	\$329.50	\$288.72	\$283.52	\$277.44



# Section I: High-Level Data Cuts

## Associates

By City and Years of Experience (Continued)

City	Years of Experience	n	First Quartile	Median	Third Quartile	2015 Annual Salary		
						2014 Mean	2013 Mean	2012 Mean
Jackson, MS	Less Than 3 Years	16	\$175.00	\$177.50	\$187.50	\$181.49	\$178.35	\$189.47
	3 to Less Than 7 Years	23	\$175.00	\$185.00	\$214.00	\$191.14	\$194.82	\$189.15
	7 and More Years	20	\$175.00	\$193.95	\$250.00	\$213.74	\$217.05	\$209.33
Jacksonville, FL	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	\$212.10	\$237.24
	3 to Less Than 7 Years	10	\$178.91	\$237.50	\$265.00	\$233.89	\$226.26	\$249.60
	7 and More Years	19	\$196.24	\$245.00	\$320.00	\$270.13	\$242.36	\$255.16
Kansas City, MO	Less Than 3 Years	16	\$213.00	\$238.50	\$250.00	\$230.18	\$206.51	\$208.80
	3 to Less Than 7 Years	43	\$230.00	\$250.00	\$275.00	\$255.85	\$245.80	\$238.89
	7 and More Years	43	\$228.00	\$271.62	\$306.00	\$272.48	\$249.32	\$242.46
Knoxville, TN	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	3 to Less Than 7 Years	10	\$180.00	\$200.00	\$201.8	\$198.53	\$183.56	\$178.21
	7 and More Years	8	\$170.30	\$182.50	\$195.00	\$177.30	n/a	\$187.95
Las Vegas, NV	Less Than 3 Years	11	\$190.00	\$225.00	\$265.00	\$223.18	\$208.73	\$196.67
	3 to Less Than 7 Years	23	\$220.00	\$233.15	\$279.00	\$242.04	\$232.64	\$230.81
	7 and More Years	40	\$197.50	\$245.00	\$282.50	\$244.64	\$240.48	\$237.18
Los Angeles, CA	Less Than 3 Years	109	\$240.00	\$340.00	\$442.00	\$342.40	\$380.70	\$385.08
	3 to Less Than 7 Years	347	\$298.48	\$415.00	\$580.00	\$441.85	\$421.07	\$412.86
	7 and More Years	400	\$249.00	\$388.20	\$560.00	\$425.47	\$402.27	\$390.92
Louisville, KY	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	\$173.11	\$178.90
	3 to Less Than 7 Years	26	\$174.79	\$180.00	\$195.00	\$185.48	\$195.53	\$187.94
	7 and More Years	13	\$175.00	\$205.00	\$215.02	\$208.48	\$221.42	\$213.08
Madison, WI	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	\$212.95	\$173.66
	3 to Less Than 7 Years	10	\$192.00	\$227.50	\$275.00	\$245.81	n/a	\$220.08
	7 and More Years	11	\$167.03	\$210.00	\$437.85	\$279.47	\$270.66	\$230.05
Memphis, TN	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	\$176.56	\$171.65
	3 to Less Than 7 Years	22	\$190.00	\$197.50	\$223.54	\$200.70	\$193.14	\$187.39
	7 and More Years	17	\$189.00	\$230.00	\$270.00	\$227.30	\$222.39	\$238.09
Miami, FL	Less Than 3 Years	35	\$170.00	\$210.00	\$291.00	\$224.95	\$223.07	\$218.95
	3 to Less Than 7 Years	99	\$180.00	\$250.00	\$300.00	\$258.65	\$261.82	\$264.81
	7 and More Years	101	\$195.00	\$250.00	\$350.00	\$277.75	\$302.89	\$270.08
Milwaukee, WI	Less Than 3 Years	17	\$138.00	\$185.00	\$230.00	\$191.57	\$205.77	\$223.75
	3 to Less Than 7 Years	39	\$195.00	\$252.35	\$290.00	\$247.50	\$248.95	\$241.74
	7 and More Years	41	\$255.19	\$267.86	\$310.37	\$286.31	\$268.07	\$277.94
Minneapolis, MN	Less Than 3 Years	41	\$230.00	\$249.88	\$275.93	\$262.23	\$249.31	\$238.82
	3 to Less Than 7 Years	82	\$215.00	\$275.06	\$335.00	\$276.80	\$280.04	\$265.78
	7 and More Years	73	\$230.00	\$314.38	\$360.00	\$302.73	\$281.86	\$277.47
Nashville, TN	Less Than 3 Years	20	\$171.00	\$189.22	\$197.50	\$185.63	\$184.76	\$185.00
	3 to Less Than 7 Years	48	\$198.00	\$216.00	\$250.00	\$219.53	\$216.64	\$203.45
	7 and More Years	34	\$210.00	\$234.00	\$270.00	\$237.60	\$224.75	\$237.00

## Section I: High-Level Data Cuts

### Associates

By City and Years of Experience (Continued)

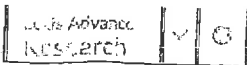
2014—Real Rates						Trend Analysis		
City	Years of Experience	n	First Quartile	Median	Third Quartile	2014 Mean	2013 Mean	2012 Mean
Sacramento, CA	Less Than 3 Years	7	\$225.00	\$225.00	\$274.63	\$239.23	\$255.63	\$267.64
	3 to Less Than 7 Years	10	\$220.00	\$247.50	\$300.00	\$285.52	\$291.20	\$294.14
	7 and More Years	26	\$230.00	\$287.50	\$365.00	\$314.00	\$301.42	\$350.63
Salt Lake City, UT	Less Than 3 Years	8	\$165.00	\$177.50	\$197.50	\$186.88	\$212.70	\$196.84
	3 to Less Than 7 Years	27	\$178.50	\$205.00	\$253.91	\$215.32	\$220.83	\$208.20
	7 and More Years	14	\$195.00	\$243.19	\$332.00	\$263.08	\$247.00	\$253.83
San Diego, CA	Less Than 3 Years	17	\$177.77	\$245.00	\$306.27	\$252.05	\$269.53	\$274.06
	3 to Less Than 7 Years	65	\$233.91	\$286.70	\$430.00	\$352.14	\$371.32	\$316.87
	7 and More Years	69	\$195.00	\$275.00	\$425.00	\$318.45	\$315.39	\$318.57
San Francisco, CA	Less Than 3 Years	39	\$250.00	\$301.37	\$425.00	\$332.44	\$331.59	\$342.30
	3 to Less Than 7 Years	182	\$300.00	\$396.73	\$530.00	\$417.29	\$428.21	\$406.17
	7 and More Years	189	\$275.00	\$400.00	\$538.00	\$416.00	\$413.68	\$418.14
San Jose, CA	Less Than 3 Years	8	\$276.47	\$368.50	\$491.77	\$380.39	\$400.65	\$394.89
	3 to Less Than 7 Years	53	\$380.00	\$492.07	\$595.00	\$490.63	\$474.35	\$446.29
	7 and More Years	49	\$364.89	\$465.22	\$592.33	\$507.45	\$523.18	\$483.30
Seattle, WA	Less Than 3 Years	15	\$175.00	\$210.00	\$250.00	\$213.44	\$242.34	\$224.11
	3 to Less Than 7 Years	80	\$240.00	\$268.94	\$314.10	\$283.65	\$268.64	\$252.03
	7 and More Years	73	\$230.01	\$295.00	\$340.00	\$299.25	\$295.11	\$283.06
St. Louis, MO	Less Than 3 Years	15	\$182.76	\$210.00	\$234.00	\$213.32	\$187.55	\$193.79
	3 to Less Than 7 Years	73	\$185.00	\$225.00	\$280.00	\$230.39	\$233.32	\$211.49
	7 and More Years	77	\$180.00	\$234.00	\$300.00	\$241.54	\$241.17	\$226.64
Tallahassee, FL	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	3 to Less Than 7 Years	n/a	n/a	n/a	n/a	n/a	n/a	\$210.65
	7 and More Years	13	\$289.49	\$295.00	\$350.00	\$315.80	\$309.08	\$234.30
Tampa, FL	Less Than 3 Years	12	\$172.50	\$217.80	\$240.00	\$211.63	\$203.81	\$195.35
	3 to Less Than 7 Years	40	\$183.03	\$231.60	\$280.00	\$242.74	\$242.10	\$222.12
	7 and More Years	29	\$200.00	\$250.00	\$319.60	\$267.33	\$245.39	\$233.33
Trenton, NJ	Less Than 3 Years	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	3 to Less Than 7 Years	13	\$207.00	\$270.00	\$331.93	\$270.94	\$247.80	\$266.34
	7 and More Years	33	\$255.00	\$356.00	\$425.00	\$343.70	\$340.43	\$327.67
Washington, DC	Less Than 3 Years	197	\$285.00	\$345.00	\$410.00	\$357.10	\$364.05	\$352.82
	3 to Less Than 7 Years	713	\$368.75	\$455.00	\$550.00	\$459.58	\$430.36	\$424.81
	7 and More Years	580	\$365.00	\$476.97	\$592.46	\$495.14	\$478.30	\$461.86

# Exhibit E



11/7/2016

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.



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## \$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

The National Law Journal

January 13, 2014 Monday

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### THE NATIONAL LAW JOURNAL

Section: NLJ'S BILLING SURVEY Pg. 1; Vol. 36; No. 20

Length: 1860 words

Byline: KAREN SLOAN

#### Body

As recently as five years ago, law partners charging \$1,000 an hour were outliers. Today, four-figure hourly rates for in-demand partners at the most prestigious firms don't raise eyebrows—and a few top earners are closing in on \$2,000 an hour.

These rate increases come despite hand-wringing over price pressures from clients amid a tough economy. But ever-rising standard billing rates also obscure the growing practice of discounts, falling collection rates, and slow march toward alternative fee arrangements.

Nearly 20 percent of the firms included in The National Law Journal's annual survey of large law firm **billing rates** this year had at least one partner charging more than \$1,000 an hour. Gibson, Dunn & Crutcher partner Theodore Olson had the highest rate recorded in our survey, **billing** \$1,800 per hour while representing mobile satellite service provider LightSquared Inc. in Chapter 11 proceedings.

Of course, few law firm partners claim Olson's star power. His rate in that case is nearly the twice the \$980 per hour average charged by Gibson, Dunn partners and three times the average \$604 hourly rate among partners at NLJ 350 firms. Gibson, Dunn chairman and managing partner Ken Doran said Olson's rate is "substantially" above that of other partners at the firm, and that the firm's standard rates are in line with its peers.

"While the majority of Ted Olson's work is done under alternative **billing** arrangements, his hourly **rate** reflects his stature in the legal community, the high demand for his services and the unique value that he offers to clients given his extraordinary experience as a former solicitor general of the United States who has argued more than 60 cases before the U.S. Supreme Court and has counseled several presidents," Doran said.

In reviewing billing data this year, we took a new approach, asking each firm on the NLJ 350—our survey of the nation's 350 largest firms by attorney headcount—to provide their highest, lowest and average **billing rates** for associates and partners. We supplemented those data through public records. All together, this year's survey includes information for 159 of the country's largest law firms and reflects **billing rates** as of October.

The figures show that, even in a down economy, hiring a large law firm remains a pricey prospect. The median among the highest partner **billing rates** reported at each firm is \$775 an hour, while the median low partner rate is \$405. For associates, the median high stands at \$510 and the low at \$235. The average associate rate is \$370.

Multiple industry studies show that law firm **billing rates** continued to climb during 2013 despite efforts by corporate counsel to rein them in. TyMetrix's 2013 Real Rate Report Snapshot found that the average law firm **billing rate** increased by 4.8 percent compared with 2012. Similarly, the Center for the Study of the Legal Profession at the Georgetown University Law Center and Thomson Reuters Peer Monitor found that law firms increased their rates by an average 3.5 percent during 2013.

Of course, rates charged by firms on paper don't necessarily reflect what clients actually pay. **Billing realization rates**—which reflect the percentage of work **billed** at firms' standard **rates**—have fallen from 89 percent in 2010 to nearly 87 percent in 2013 on average, according to the Georgetown study. When accounting for billed hours actually collected by firms, the realization rate falls to 83.5 percent.

"What this means, of course, is that—on average—law firms are collecting only 83.5 cents for every \$1.00 of standard time they record," the Georgetown report reads. "To understand the full impact, one need only consider that at the end of 2007, the collected realization rate was at the 92 percent level."

In other words, law firms set rates with the understanding that they aren't likely to collect the full amount, said Mark Medice, who oversees the Peer Monitor Index. That index gauges the strength of the legal market according to economic indicators including demand for legal services, productivity, rates and expenses. "Firms start out with the idea of, 'I want to achieve a certain rate, but it's likely that my client will ask for discounts whether or not I increase my **rate**,'" Medice said.

Indeed, firms bill nearly all hourly work at discounts ranging from 5 percent to 20 percent off standard rates, said Peter Zeughauser, a consultant with the Zeughauser Group.

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**\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.**

Discounts can run as high as 50 percent for matters billed under a hybrid system, wherein a law firm can earn a premium for keeping costs under a set level or for obtaining a certain outcome, he added. "Most firms have gone to a two-tier system, with what is essentially an aspirational rate that they occasionally get and a lower rate that they actually budget for," he said.

Most of the discounting happens at the front end, when firms and clients negotiate rates, Medice said. But additional discounting happens at the billing and collections stages. Handling alternative fee arrangements and discounts has become so complex that more than half of the law firms on the Am Law 100-NLJ affiliate The American Lawyer's ranking of firms by gross revenue—have created new positions for pricing directors, Zeughauser said.

**THE ROLE OF GEOGRAPHY**

Unsurprisingly, rates vary by location. Firms with their largest office in New York had the highest average partner and associate billing rates, at \$882 and \$520, respectively. Similarly, TyMetrix has reported that more than 25 percent of partners at large New York firms charge \$1,000 per hour or more for contracts and commercial work.

Washington was the next priciest city on our survey, with partners charging an average \$748 and associates \$429. Partners charge an average \$691 in Chicago and associates \$427. In Los Angeles, partners charge an average \$665 while the average associate rate is \$401.

Pricing also depends heavily on practice area, Zeughauser and Medice said. Bet-the-company patent litigation and white-collar litigation largely remain at premium prices, while practices including labor and employment have come under huge pressure to reduce prices.

"If there was a way for law firms to hold rates, they would do it. They recognize how sensitive clients are to price increases," Zeughauser said. But declining profit margins—due in part to higher technology costs and the expensive lateral hiring market—mean that firms simply lack the option to keep rates flat, he said.

**BILLING SURVEY METHODOLOGY**

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the high, low and average rates for partners and associates.

The NLJ asked respondents to its annual survey of the nation's largest law firms (the NLJ 350) to provide a range of hourly billing rates for partners and associates as of October 2013.

For firms that did not supply data to us, in many cases we were able to supplement billing-rate data derived from public records.

In total, we have rates for 159 of the nation's 350 largest firms.

Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

We used these data to calculate averages for the nation as a whole and for selected cities.

**Billing Rates at the Country's Priciest Law Firms**

Here are the 50 firms that charge the highest average hourly rates for partners.

**Billing Rates at the Country's Priciest Law Firms**

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES			ASSOCIATE HOURLY RATES		
			AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see <a href="http://nlj.com">NLJ.com</a> .								
** Firm did not exist in this form for the entire year.								
Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760	\$120
Paul, Weiss, Rifkind, Wharton & Garrison	New York	803	\$1,040	\$1,120	\$760	\$600	\$760	\$250
Skadden, Arps, Slate, Meagher & Flom	New York	1,735	\$1,035	\$1,150	\$845	\$620	\$845	\$340
Fried, Frank, Harris, Shriver & Jacobson	New York	476	\$1,000	\$1,100	\$930	\$595	\$780	\$375
Latham & Watkins	New York	2,033	\$980	\$1,110	\$895	\$605	\$725	\$465
Gibson, Dunn & Crutcher	New York	1,066	\$980	\$1,800	\$765	\$590	\$930	\$175
Davis Polk & Wardwell	New York	787	\$975	\$985	\$850	\$615	\$875	\$130
Willkie Farr & Gallagher	New York	540	\$950	\$1,090	\$790	\$580	\$790	\$350
Cedwalader, Wickersham & Taft	New York	435	\$930	\$1,050	\$800	\$605	\$750	\$365
Weil, Gotshal & Manges	New York	1,201	\$930	\$1,075	\$625	\$600	\$790	\$300

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FIRM NAME	LARGEST U.S. OFFICE	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS	PARTNER HOURLY RATES	ASSOCIATE HOURLY RATES	AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
Quinn Emanuel Urquhart & Sullivan	New York	697	\$915	\$1,075	\$810	\$410	\$675	\$320		
Wilmer Cutler Pickering Hale and Dorr	Washington	881	\$905	\$1,250	\$735	\$290	\$685	\$75		
Dechert	New York	803	\$900	\$1,095	\$670	\$530	\$735	\$395		
Andrews Kurth	Houston	348	\$890	\$1,090	\$745	\$528	\$785	\$265		
Hughes Hubbard & Reed	New York	344	\$890	\$985	\$725	\$555	\$675	\$365		
Irell & Manella	Los Angeles	164	\$890	\$975	\$800	\$535	\$750	\$395		
Proskauer Rose	New York	746	\$880	\$950	\$725	\$465	\$675	\$295		
White & Case	New York	1,900	\$675	\$1,050	\$700	\$525	\$1,050	\$220		
Morrison & Foerster	San Francisco	1,010	\$665	\$1,195	\$595	\$525	\$725	\$230		
Fillsbury Winthrop Shaw Pittman	Washington	609	\$665	\$1,070	\$615	\$520	\$880	\$375		
Kaye Scholer	New York	414	\$660	\$1,080	\$715	\$510	\$680	\$320		
Kramer Levin Neffels & Frankel	New York	320	\$845	\$1,025	\$740	\$580	\$760	\$400		
Hogan Lovells	Washington	2,280	\$635	\$1,000	\$705	-	-	-		
Kasowitz, Benson, Torres & Friedman	New York	365	\$835	\$1,185	\$600	\$340	\$625	\$200		
Kirkland & Ellis	Chicago	1,517	\$825	\$985	\$590	\$540	\$715	\$235		
Cooley	Palo Alto	832	\$820	\$980	\$660	\$525	\$630	\$160		
Arnold & Porter	Washington	748	\$815	\$950	\$670	\$500	\$610	\$345		
Paul Hastings	New York	899	\$815	\$900	\$750	\$540	\$755	\$335		
Curtis, Mallet-Prevost, Colt & Mosle	New York	322	\$800	\$860	\$730	\$480	\$785	\$345		
Winston & Strawn	Chicago	842	\$800	\$995	\$650	\$520	\$690	\$425		
Bingham McCutchen	Boston	900	\$795	\$1,080	\$220	\$450	\$605	\$185		
Akin Gump Strauss Hauer & Feld	Washington	806	\$785	\$1,220	\$615	\$525	\$660	\$365		
Covington & Burling	Washington	738	\$780	\$880	\$605	\$415	\$565	\$320		
King & Spalding	Atlanta	838	\$775	\$985	\$545	\$460	\$735	\$125		
Norton Rose Fulbright	N/A**	N/A**	\$775	\$900	\$525	\$400	\$515	\$300		
DLA Piper	New York	4,036	\$765	\$1,025	\$450	\$510	\$750	\$250		
Bracewell & Giuliani	Houston	432	\$760	\$1,125	\$575	\$440	\$700	\$275		
Baker & McKenzie	Chicago	4,004	\$755	\$1,130	\$260	\$395	\$925	\$100		
Dickstein Shapiro	Washington	308	\$750	\$1,250	\$580	\$475	\$585	\$310		
Jenner & Block	Chicago	432	\$745	\$925	\$565	\$485	\$550	\$380		
Jones Day	New York	2,363	\$745	\$875	\$445	\$435	\$775	\$205		
Menall, Phelos & Phillips	Los Angeles	325	\$740	\$795	\$640	-	-	-		
Seward & Kissel	New York	152	\$735	\$850	\$625	\$400	\$600	\$280		
O'Melveny & Myers	Los Angeles	738	\$715	\$950	\$615	-	-	-		
McDermott Will & Emery	Chicago	1,024	\$710	\$835	\$525	-	-	-		
Reed Smith	Pittsburgh	1,468	\$710	\$945	\$545	\$420	\$530	\$295		
Dentons	N/A**	N/A**	\$700	\$1,050	\$345	\$425	\$685	\$210		
Jeffer Mangels Butler & Mitchell	Los Angeles	126	\$690	\$875	\$580	-	-	-		
Sheppard, Mullin, Richter & Hampton	Los Angeles	521	\$685	\$875	\$490	\$415	\$535	\$275		
Alston & Bird	Atlanta	805	\$675	\$875	\$495	\$425	\$575	\$280		

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THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

THE FOUR-FIGURE CLUB

Gibson, Dunn & Crutcher	\$1,800
Dickstein Shapiro	\$1,250
Wilmer Cutler Pickering Hale and Dorr	\$1,250
Akin Gump Strauss Hauer & Feld	\$1,220
Kasowitz, Benson, Torres & Friedman	\$1,185
Morrison & Foerster	\$1,185
Skadden, Arps, Slate, Meacher & Flom	\$1,150
Baker & McKenzie	\$1,130
Bracewell & Giuliani	\$1,125
Paul, Weiss, Rifkind, Wharton & Garrison	\$1,120

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## Classification

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**Company:** GIBSON DUNN & CRUTCHER LLP (93%); LIGHTSQUARED INC (83%)

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LAW | April 9, 2013, 4:48 p.m. ET

# On Sale: The \$1,150-Per-Hour Lawyer

Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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By JENNIFER SMITH

Top partners at leading U.S. law firms are charging more than ever before, yet those hourly rates aren't all they appear to be.



Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but offer discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

Having blown past the once-shocking price tag of \$1,000 an hour, some sought-after deal, tax and trial lawyers are commanding hourly fees of \$1,150 or more, according to an analysis of billing rates compiled from public filings.

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on

average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

Think of hourly fees "as the equivalent of a sticker on the car at a dealership," said legal consultant Ward Bower, a principal at Altman Well Inc. "It's the beginning of a negotiation.... Law firms think they are setting the rates, but clients are the ones determining what they're going to pay."



Jeanne Kuczmarski

Star lawyers still can fetch a premium, and some of them won't budge on price. The number of partners billing \$1,150-plus an hour has more than doubled since this time last year, according to Valeo Partners, a consulting firm that maintains a database of legal rates pulled from court filings and other publicly disclosed information. More than 320 lawyers in

the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

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That glided circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

Those lawyers and their firms either declined to comment or didn't reply to requests for comment.

When corporate legal departments need a trusted hand to fend off a hostile takeover or win a critical court battle, few general counsels will nitpick over whether a key lawyer is charging \$900 an hour or \$1,150 an hour. But for legal matters where their future isn't on the line, companies are pushing for—and winning—significant price breaks.

"We almost always negotiate rates down from the rack rates," said Randal S. Milch, general counsel for phone giant [Verizon Communications Inc.](#) [VZ +0.29%] The result, he said, is a "not-insignificant discount."

For the bread-and-butter work that many big law firms rely on, haggling has become the norm. Many clients grew accustomed to pushing back on price during the recession and continue to demand discounts.

Some companies insist on budgets for their legal work. If a firm billing by the hour exceeds a set cap, lawyers may have to write off some of that time.

Other clients refuse to work with firms who don't discount, lopping anywhere from 10% to 30% off their standard rates. Some may grant rate increases to individual partners or associates they deem worthy. Another tactic: locking in prices with tailored multiyear agreements with formulas governing whether clients grant or refuse a requested rate increase.

In practical terms, that means the gap between law firms' sticker prices and the amount of money they actually bill and collect from their clients is wider than it has been in years.

According to data collected by Thomson Reuters Peer Monitor, big law firms raised their average standard rate by about 9.3% over the past three years. But they weren't able to keep up on the collection side, where the increase over the same period was just 6%. Firms that used to collect on average about 92 cents for every dollar of standard time their lawyers worked in 2007, before the economic downturn, now are getting less than 85 cents. "That's a historic low," said James Jones, a senior fellow at the Center for the Study of the Legal Profession at Georgetown Law.

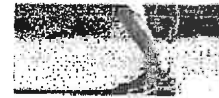
To be sure, things have certainly picked up some since the recession, when some clients flat-out refused to pay rate increases.

In the first quarter of 2013, the 50 top-grossing U.S. law firms boosted their partner rates by as much as 5.7%, billing on average between \$879 and \$882 an hour, according to Valeo Partners. Rates for junior lawyers, whose labors have long been a profit engine for major law firms, jumped even more.

While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates with one to four years of experience rose to \$500 an hour, according to Valeo.

The increases continue the upward trend of 2012, when legal fees in general rose 4.8% and associate billing rates rose by 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of [Wolters Kluwer](#), [WKL.AE +0.95%] and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite lawyers have successfully staked out the high end—the deal teams at Wachtell, Lipton, Rosen & Katz, for example—legal experts say that client pressure to control legal spending means most law firms must be considerably more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones, the Georgetown fellow. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

Write to Jennifer Smith at [jennifer.smith@wsj.com](mailto:jennifer.smith@wsj.com)

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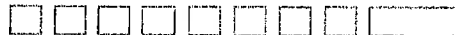
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# Exhibit J

Disability Rights Legal Center  
 350 South Grand Ave Suite 1520  
 Los Angeles, CA 90071

June 08, 2017

In Reference To: Garcia v. LASD  
 Invoice #10563

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
10/29/2009	CM	Research re: meet and confer rules for class cert	0.30 625.00/hr	187.50
	CM	Meeting with AO re: filing timeline for federal complaint	0.30 625.00/hr	187.50
	CM	Email to co-counsel re: class certification mx strategy	0.20 625.00/hr	125.00
	CM	Meeting with client re case strategy	1.00 625.00/hr	625.00
	CM	Travel time to LACJ from DRLC	0.20 625.00/hr	125.00
	CM	Travel time to DRLC from LACJ	0.30 625.00/hr	187.50
	AFO	Meeting with CM re: filing timeline for federal complaint	0.30 600.00/hr	180.00
10/30/2009	SLP	Meeting with CM re refiling in federal court, timing and strategy of same	0.40 745.00/hr	298.00
	CM	Meeting with SLP re refiling in federal court, timing and strategy of same	0.40 625.00/hr	250.00
11/2/2009	AFO	Call with co-counsel re complaint and class cert	0.80 600.00/hr	480.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2009	AFO	Meeting with CM and SLP re complaint and class cert	0.50 600.00/hr	300.00
	SLP	Meeting with CM and AO, and co-counsel re refiling in fed court	1.30 745.00/hr	968.50
	CM	Meeting with AO and SLP re complaint and class cert	0.50 625.00/hr	312.50
	CM	Call with co-counsel re complaint and class cert	0.80 625.00/hr	500.00
11/5/2009	CM	Telephone conference with Milbank re: Chanda Smith consent decree & case implications	0.40 625.00/hr	250.00
11/6/2009	CM	Emails to/from co-counsel re: Chandra Smith consent decree implications x 3	0.10 625.00/hr	62.50
	CM	Draft meet and confer letter re class cert motion	0.50 625.00/hr	312.50
11/9/2009	AFO	Review and revise draft letter re stipulation and meet and confer re class certification	0.30 600.00/hr	180.00
	CM	Travel time to LACJ to meet with possible declarant	0.30 625.00/hr	187.50
	CM	Meeting with client at LACJ re: filing case	0.60 625.00/hr	375.00
	CM	Meeting with possible declarant for motion for class cert	0.40 625.00/hr	250.00
	CM	Travel time to DRLC from LACJ	0.20 625.00/hr	125.00
	CM	Telephone conference with D.Dorfman, Disability Rights CA re: Chandra Smith consent decree docs	0.30 625.00/hr	187.50
	CM	Research re: challenges to consent decrees	1.40 625.00/hr	875.00
11/11/2009	CM	Review and revise letter to defendants re: stipulation to class certification	0.30 625.00/hr	187.50
	CM	Telephone conference with Y. Fuentes re: declaration	0.30 625.00/hr	187.50
	CM	Telephone conference with D.Dorfman re: Disability Rights CA's position re: chandra smith consent decree	0.40 625.00/hr	250.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2009	CM	Meeting with SLP re: Chandra Smith consent decree impact on case	0.10 625.00/hr	62.50
	SLP	Meeting with CM re: Chandra Smith consent decree impact	0.10 745.00/hr	74.50
11/12/2009	CM	Receive and review message from Kerrie Taylor, counsel for HLPUSD	0.10 625.00/hr	62.50
	CM	Email from D.Dorfman, Disability Rights CA re: Chandra Smith consent decree	0.10 625.00/hr	62.50
11/13/2009	CM	Travel time to LACJ for mtg with possible declarant in support of motion for class cert	0.30 625.00/hr	187.50
	CM	Meeting with possible declarant for motion for class cert	0.90 625.00/hr	562.50
	CM	Travel time to DRLC from LACJ	0.20 625.00/hr	125.00
11/17/2009	AFO	Review and revise draft complaint	0.60 600.00/hr	360.00
	AFO	Continue to review and revise draft complaint	1.20 600.00/hr	720.00
	CM	Meet and confer w/ LACOE counsel re: class cert	0.50 625.00/hr	312.50
11/18/2009	AFO	Travel to LACJ	0.40 600.00/hr	240.00
	AFO	Meeting with client	0.50 600.00/hr	300.00
	AFO	Travel from LACJ	0.40 600.00/hr	240.00
	SLP	Receive and review draft complaint	0.50 745.00/hr	372.50
11/19/2009	AFO	Meeting with CM and SLP re complaint	0.50 600.00/hr	300.00
	CM	Telephone conference with Milbank re: edits to LACJ complaint	0.30 625.00/hr	187.50
	SLP	Meeting with CM and AO re complaint	0.50 745.00/hr	372.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/19/2009	CM	Meeting with SLP and AO re complaint	0.50 625.00/hr	312.50
11/20/2009	CM	Edit draft complaint pp. Intro, Prelimin Statement, Venue	2.40 625.00/hr	1,500.00
	CM	Continue editing complaint	1.90 625.00/hr	1,187.50
	CM	Edit complaint continued	2.30 625.00/hr	1,437.50
	CM	Email to litigation team re: edits to complaint	0.20 625.00/hr	125.00
11/22/2009	CM	Email from H.Cannom re: claims/edits in complaint	0.10 625.00/hr	62.50
11/23/2009	AFO	Call with co-counsel re complaint	0.50 600.00/hr	300.00
	CM	Research re: ADA and 504 claims against LAUSD	4.00 625.00/hr	2,500.00
	AFO	Research re ADA cause of action and exhaustion	2.20 600.00/hr	1,320.00
	CM	Telephone conference with Milbank re: revised complaint, ADA/504 claims and exhaustion	0.50 625.00/hr	312.50
11/25/2009	CM	Telephone conference with Milbank, SLP re: ADA and 504 claims, LAUSD as Defendant	0.40 625.00/hr	250.00
	SLP	Telephone conference with co-counsel re complaint	0.40 745.00/hr	298.00
11/29/2009	CM	Receive and review revised complaint	0.90 625.00/hr	562.50
11/30/2009	CM	Travel time to LACJ re: mtg w/ possible declarant	0.30 625.00/hr	187.50
	CM	Meeting - waited for potential declarant to be brought to attorney room for meeting, but declarant unable to come due to health condition	0.70 625.00/hr	437.50
	CM	Travel time from LACJ to DRLC	0.20 625.00/hr	125.00
12/1/2009	AFO	Review and revise complaint	1.60 600.00/hr	960.00



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			<u>Hrs/Rate</u>	<u>Amount</u>
12/1/2009	SLP	Meeting with CM re complaint	0.40 745.00/hr	298.00
	CM	Review and revise complaint	2.60 625.00/hr	1,625.00
	CM	Continue to edit complaint	1.40 625.00/hr	875.00
	CM	Draft email to team re: revisions to complaint	0.10 625.00/hr	62.50
	CM	Research re: methods of administration regs for ADA claims	0.40 625.00/hr	250.00
	CM	Research re: section 1983, 1985, and 1988 claims/provisions	0.30 625.00/hr	187.50
	SLP	Receive and review draft complaint, edits to same	0.50 745.00/hr	372.50
	CM	Meeting with SLP re complaint	0.40 625.00/hr	250.00
12/2/2009	CM	Meeting with SLP re: edits to complaint	0.10 625.00/hr	62.50
	CM	Email to co-counsel re: additional edits to complaint draft	0.20 625.00/hr	125.00
	SLP	Meeting with CM re: edits to complaint	0.10 745.00/hr	74.50
12/3/2009	CM	Edit final draft of complaint	2.10 625.00/hr	1,312.50
	CM	Email to co-counsel re: final edits to complaint	0.10 625.00/hr	62.50
	CM	Draft meet and confer letter for class certification motion	0.50 625.00/hr	312.50
	CM	Review draft notice of related case from	0.10 625.00/hr	62.50
	CM	Edit notice of related case	0.50 625.00/hr	312.50
	CM	Email to co-counsel re: notice of related case	0.10 625.00/hr	62.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
12/3/2009	CM	Research re: Local Rule 83-3.1	0.20 625.00/hr	125.00
12/4/2009	AFO	Review and revise letter re class cert meet and confer	0.10 600.00/hr	60.00
	CM	Receive and review final complaint	0.30 625.00/hr	187.50
	CM	Revise letter re: class cert meet and confer	0.20 625.00/hr	125.00
12/9/2009	CM	Draft and send reply email to counsel for HLPUSD re: meet and confer	0.20 625.00/hr	125.00
	CM	receive/review email from counsel for HLPUSD re: meet and confer	0.10 625.00/hr	62.50
12/10/2009	CM	Recieve/review email from counsel for LAUSD re: response to request to meet and confer	0.10 625.00/hr	62.50
	CM	Receive/review email from counsel for CDE re: response to request to meet and confer	0.10 625.00/hr	62.50
12/11/2009	SLP	Meeting with CM re press inquiry	0.30 745.00/hr	223.50
	SLP	Review filed complaint and related materials	0.50 745.00/hr	372.50
	CM	Meeting with SLP re press inquiry	0.30 625.00/hr	187.50
	CM	Meet and confer with counsel for LACOE re: class cert motion	0.30 625.00/hr	187.50
	CM	Telephone conference with H.Cannom re: follow up to meet and confer	0.20 625.00/hr	125.00
12/18/2009	AFO	Meeting with CM re meet and confer call with LACOE	0.20 600.00/hr	120.00
	AFO	Meet and confer with LACOE	0.30 600.00/hr	180.00
	CM	Telephone conference with counsel for Nakaoka and HLPUSD re: extension of timing for answer and hearings	0.20 625.00/hr	125.00
	CM	Telephone conference with LA Times reporter re: case	0.30 625.00/hr	187.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
12/18/2009	CM	Receive and review letter from counsel for LACOE re: stip to extension	0.10 625.00/hr	62.50
	CM	Meeting with AO re meet and confer call with LACOE	0.20 625.00/hr	125.00
1/4/2010	AFO	Confer with CM re LAUSD's answer and appeal	0.40 600.00/hr	240.00
	CM	Telephone conference with Justin Clark	0.30 625.00/hr	187.50
	CM	Confer with AO re LAUSD's answer and appeal	0.40 625.00/hr	250.00
1/6/2010	SLP	Receive and review draft class certification motion; e-mail to CM re same	0.50 745.00/hr	372.50
	AFO	Draft Public Record Act request template re Sheriff's notification of districts	0.20 600.00/hr	120.00
	AFO	Review draft of class certification motion	0.70 600.00/hr	420.00
	AFO	Continue drafting Public Record Act requests	0.80 600.00/hr	480.00
	AFO	Confer with CM and SLP re class certification motion	0.20 600.00/hr	120.00
	SLP	Confer with CM and AO re class certification motion	0.20 745.00/hr	149.00
	CM	Confer with SLP and AO re class certification motion	0.20 625.00/hr	125.00
1/7/2010	AFO	Draft Public Record Act requests to Antelope Valley and Santa Monica-Malibu School Districts	0.20 600.00/hr	120.00
1/8/2010	AFO	Call with Downey Unified re Public Records Act Request	0.20 600.00/hr	120.00
	AFO	Receive and review LAUSD response to public record act request	0.10 600.00/hr	60.00
	AFO	Email team re LAUSD response to public record act request	0.20 600.00/hr	120.00
	AFO	Meet with potential declarants for class cert motion	2.50 600.00/hr	1,500.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/11/2010	AFO Left message for Compton Unified Police re public record act request	0.10 600.00/hr	60.00
	AFO Draft letter to LAUSD revising public record act request	0.30 600.00/hr	180.00
	AFO Finalize letter to LAUSD re response to public record act request	0.20 600.00/hr	120.00
1/12/2010	AFO Call with co-counsel re oppositions to motions to dismiss	0.50 600.00/hr	300.00
	AFO Receive and review motions to dismiss, motion to stay and motion to strike	2.50 600.00/hr	1,500.00
	AFO Research re prison litigation reform act exhaustion	1.50 600.00/hr	900.00
	AFO Research re suing individuals in official capacity and redundancy and duplicity	0.50 600.00/hr	300.00
	SLP Meeting with AO and CM re oppositions to motions to dismiss	1.50 745.00/hr	1,117.50
	AFO Meeting with SLP and CM re oppositions to motions to dismiss	1.50 600.00/hr	900.00
	CM Meeting with AO and SLP re oppositions to motions to dismiss	1.50 625.00/hr	937.50
1/13/2010	AFO Research re definition of LEA and liability	1.00 600.00/hr	600.00
	AFO Research re duplicative and redundant defendants	0.30 600.00/hr	180.00
	AFO Prepare outline of opposition to ripeness and standing arguments in motions to dismiss	0.20 600.00/hr	120.00
	SLP Meeting with AO re oppos to mtns to dismiss, research re same	0.70 745.00/hr	521.50
	AFO Draft opposition to County Motion to Dismiss	1.80 600.00/hr	1,080.00
	AFO Meeting with SLP re motions to dismiss	0.70 600.00/hr	420.00
1/14/2010	AFO Draft opposition to county's motion to dismiss	2.00 600.00/hr	1,200.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/14/2010	AFO Research re prison reform litigation act exhaustion	0.80 600.00/hr	480.00
	AFO Review and revise client declaration	0.30 600.00/hr	180.00
	AFO Research re private right of action under Cal. Educ. Code and IDEA	1.80 600.00/hr	1,080.00
	AFO Meeting with CM and SLP re oppositions to motions to dismiss	0.70 600.00/hr	420.00
	AFO Travel to LACJ	1.00 600.00/hr	600.00
	AFO Travel time from LACJ	0.50 600.00/hr	300.00
	AFO Meeting with client re education and declaration	0.80 600.00/hr	480.00
	AFO Research re jail grievance system	1.00 600.00/hr	600.00
	AFO Draft opposition to county motion to dismiss	0.80 600.00/hr	480.00
	SLP Meeting with CM and AFO re oppositions to motions to dismiss	0.70 745.00/hr	521.50
	CM Meeting with SLP and AFO re oppositions to motions to dismiss	0.70 625.00/hr	437.50
1/15/2010	AFO Draft opposition to county motion to dismiss	0.60 600.00/hr	360.00
	AFO Call with interested community member	0.20 600.00/hr	120.00
	AFO Draft declarations re grievance system in LACJ	0.50 600.00/hr	300.00
	SLP Receive and review draft declarations re prison reform litigation act/grievance procedure, edits to same	0.40 745.00/hr	298.00
	AFO Travel to LACJ	0.50 600.00/hr	300.00
	AFO Meet with client to review declaration	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/15/2010	AFO Travel from LACJ	0.50 600.00/hr	300.00
	AFO Further research re jail grievance system	1.00 600.00/hr	600.00
	SLP Begin drafting opposition to motions to dismiss	4.50 745.00/hr	3,352.50
	SLP Meeting with CM and AO re oppositions to motions to dismiss	1.40 745.00/hr	1,043.00
	AFO Meeting with CM and SLP re mtn to dismiss	1.40 600.00/hr	840.00
	CM Meeting with AO and SLP re mtn to dismiss	1.40 625.00/hr	875.00
1/16/2010	AFO Draft opposition to LACOE's motion to dismiss	1.00 600.00/hr	600.00
1/17/2010	SLP Draft opposition to motion to dismiss	6.00 745.00/hr	4,470.00
1/18/2010	SLP Draft / edit oppositions to motions to dismiss	3.20 745.00/hr	2,384.00
	CM Review / edit Opp to County's Motion to Dismiss	2.40 625.00/hr	1,500.00
	CM Review / edit Opp to County's Motion to Dismiss - cont.	1.60 625.00/hr	1,000.00
	CM Edit Opposition to CDE Motion to Dismiss	1.80 625.00/hr	1,125.00
	CM Edit Opposition to LACOE Motion to Dismiss	1.50 625.00/hr	937.50
	CM Draft client's supplemental declaration	0.30 625.00/hr	187.50
1/19/2010	AFO Review and revise Opposition to County Motion to Dismiss	1.80 600.00/hr	1,080.00
	AFO Draft Request for Judicial Notice in support of Opposition to County's Motion to Dismiss	0.50 600.00/hr	300.00
	AFO Review and revise Opposition to CDE's Motion to Dismiss	1.50 600.00/hr	900.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/19/2010	AFO Review and revise Opposition to LACOE's Motion to Dismiss	0.80 600.00/hr	480.00
	AFO Research re CDE's responsibility for providing direct special education services	0.60 600.00/hr	360.00
	AFO Research re ripeness	0.60 600.00/hr	360.00
	AFO Review and revise CM declaration in support of Opposition to County's Motion to Dismiss	0.20 600.00/hr	120.00
	AFO Review evidentiary objections	0.20 600.00/hr	120.00
	CM Draft outline of Request for Judicial Notice in support of Opposition to County's Motion to Dismiss	0.20 625.00/hr	125.00
	CM Review / edit Opposition to County's Motion to Strike para. 128	0.50 625.00/hr	312.50
	CM Review / edit Oppostion to CDE's Motion to Stay	0.30 625.00/hr	187.50
	CM Draft section of opposition to CDE's motion to dismiss re: state liability, Orange County v. A.S.	0.40 625.00/hr	250.00
	CM Research re: additional case law re: state liability as State Educational Agency	1.00 625.00/hr	625.00
	CM Edit Opposition to CDE Motion to Dismiss	1.40 625.00/hr	875.00
	CM Edit Opposition to LACOE Motion to Dismiss	1.30 625.00/hr	812.50
	CM Meeting with clt re: supplemental decl	0.50 625.00/hr	312.50
	CM Draft CM decl re: LACJ public records act request in support of opposition to County's Motion to Dismiss	0.50 625.00/hr	312.50
	CM Meeting with client re: schooling at LACJ	0.40 625.00/hr	250.00
	CM Telephone conference with lit team re: school at LACJ and revising oppositions	0.20 625.00/hr	125.00
	CM Draft chart of necessary supporting documents for Plaintiff's oppositions to motions to dismiss, stay, and strike	0.40 625.00/hr	250.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
1/19/2010	CM Call to Barry Green re: waiver paperwork and class cert meet and confer - left message	0.10 625.00/hr	62.50
	CM Prepare A. Taylor declaration for filing	0.10 625.00/hr	62.50
1/20/2010	AFO Call with SLP re objection to LAUSD's reply motion	0.20 600.00/hr	120.00
	AFO Draft 26(f) Report	1.30 600.00/hr	780.00
	AFO Review and revise 26(f) report	0.50 600.00/hr	300.00
	AFO Meet and confer with County Defendants' counsel re motion for class certification	0.40 600.00/hr	240.00
	AFO Draft letter requesting counsel to meet and confer re 26(f) report	0.70 600.00/hr	420.00
	AFO Draft follow-up letter to County Defendants' Counsel re class certification meet and confer	0.70 600.00/hr	420.00
	AFO Research re IDEA claims in context of class action law suit	0.60 600.00/hr	360.00
	AFO Call re intake procedures for parent outreach meeting	0.40 600.00/hr	240.00
	CM Emails to/from team re: hearing transcript	0.10 625.00/hr	62.50
	CM Receive and review LAUSD Response to Motions to Dismiss and Stay	0.40 625.00/hr	250.00
	CM Research re: timeline and process for opposing/responding/objection to other defendants' motions	0.50 625.00/hr	312.50
	CM Draft Objection to LAUSD's Response	0.50 625.00/hr	312.50
	CM Emails to/from co-counsel re: strategy and content of objection to LAUSD's response	0.20 625.00/hr	125.00
	CM E-file Plaintiff's Objection to LAUSD's Response	0.20 625.00/hr	125.00
	CM Meeting with SLP and AFO re: strategy for objecting to LAUSD's Response and general strategy for 26(f) report and scheduling conference	0.30 625.00/hr	187.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/20/2010	CM Telephone conference with HC and AFO re: 26(f) and Objection to LAUSD Response	0.20 625.00/hr	125.00
	CM Meeting with AFO re: arguments raised in LAUSD Response, possible responses regarding same	0.50 625.00/hr	312.50
	CM Review and revise Plaintiff's draft 26(f) report	0.40 625.00/hr	250.00
	CM Telephone conference with Daniel Gonzalez re: class cert meet and confer, coordination of two cases, waiver paperwork for LAUSD appeal	0.10 625.00/hr	62.50
	CM Call to Barry Green re: waiver paperwork and class cert meet and confer - left message	0.10 625.00/hr	62.50
	AFO Meeting with SLP and CM re: strategy for objecting to LAUSD's Response and general strategy for 26(f) report and scheduling conference	0.30 600.00/hr	180.00
	SLP Meeting with AFO and CM re: strategy for objecting to LAUSD's Response and general strategy for 269(f) report and scheduling conference	0.30 745.00/hr	223.50
	SLP Call with AO re objection to LAUSD's reply motion	0.20 745.00/hr	149.00
	AFO Telephone conference with CM re: LAUSD Response and 26(f) report	0.20 600.00/hr	120.00
	AFO Telephone conference with CM re: 26(f) and Objection to LAUSD Response	0.20 600.00/hr	120.00
	AFO Meeting with CM re: arguments raised in LAUSD Response, possible response to same	0.50 600.00/hr	300.00
1/22/2010	AFO Meet and confer re 26(f) report with LACOE, CDE and co-counsel	0.40 600.00/hr	240.00
	AFO Review and revise 26(f) report	0.20 600.00/hr	120.00
	AFO Attend 26(f) meet and confer	1.10 600.00/hr	660.00
	AFO Revise 26(f) report per meet and confer discussions	0.30 600.00/hr	180.00
	CM Telephone conference meet and confer with Ismael Castro re: plaintiff's intended Class Cert Motion	0.20 625.00/hr	125.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/22/2010	CM Meeting with AFO re: results of 26(f) meet and confers, issues raised by defendants, general strategy re: timing of class cert motion, discovery	0.40 625.00/hr	250.00
	CM Email to Barry Green re: class cert meet and confer	0.10 625.00/hr	62.50
	CM Receive and review email response from Barry Green re: meet and confer re: class cert motion	0.10 625.00/hr	62.50
	CM Email to Barry Green re: class cert meet and confer, call on Monday	0.10 625.00/hr	62.50
	AFO Meeting with CM re: results of 26(f) meet and confers, issues raised by defendants, general strategy re: timing of class cert motion, discovery	0.40 600.00/hr	240.00
1/25/2010	AFO Insert County Defendants' statement into joint 26(f) report	0.20 600.00/hr	120.00
	CM Telephone conference meet and confer with Barry Green re: Plaintiff's intended class cert motion	1.00 625.00/hr	625.00
	CM Receive and review County Defendants' Reply re: their Motion to Dismiss	0.30 625.00/hr	187.50
	AFO Input Hacienda Defendants' inserts into 26(f) report	0.50 600.00/hr	300.00
	AFO Input LAUSD Defendants' inserts into 26(f) report	0.50 600.00/hr	300.00
	AFO Input CDE Defendants' inserts into 26(f) report	0.50 600.00/hr	300.00
	AFO Review and revise follow-up letter to County Defendants re class certification	0.10 600.00/hr	60.00
	AFO Call with co-counsel re Defendants' reply and discovery plan	0.50 600.00/hr	300.00
	AFO Prepare initial disclosures	0.30 600.00/hr	180.00
1/26/2010	AFO Call with CM re oral argument on motions to dismiss	0.40 600.00/hr	240.00
	AFO Receive and review Defendants' reply briefs on motions to dismiss	0.60 600.00/hr	360.00
	CM Call with AO re oral argument on motions to dismiss	0.40 625.00/hr	250.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
1/27/2010	AFO	Draft 26(a) initial disclosures	0.70 600.00/hr	420.00
	AFO	Draft Plaintiff's Witness List for initial disclosures	2.10 600.00/hr	1,260.00
	AFO	Research re initial disclosures	0.40 600.00/hr	240.00
	AFO	Confer with CM re initial disclosures and witness list	0.50 600.00/hr	300.00
	CM	Confer with AO re initial disclosures and witness list	0.50 625.00/hr	312.50
1/28/2010	AFO	Call with co-counsel re Feb. 8 hearing and initial disclosures	0.80 600.00/hr	480.00
	AFO	Draft Plaintiff's Document list for initial disclosures	1.50 600.00/hr	900.00
1/29/2010	AFO	Review and revise initial disclosures	0.30 600.00/hr	180.00
	AFO	Review and revise motion for class cert	0.80 600.00/hr	480.00
2/1/2010	AFO	Email to SLP re initial disclosures	0.10 600.00/hr	60.00
	AFO	Continue to review and revise motion for class certification	0.80 600.00/hr	480.00
	AFO	Meeting with SLP re initial disclosures	0.20 600.00/hr	120.00
	SLP	Receive and review initial disclosures, edits to same	0.30 745.00/hr	223.50
	SLP	Meeting with AO re initial disclosures	0.20 745.00/hr	149.00
	AFO	Revise initial disclosures	0.40 600.00/hr	240.00
	AFO	Continue to review and revise motion for class cert	0.60 600.00/hr	360.00
	AFO	Review and revise initial disclosures	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/1/2010	SLP Receive and review draft class certification motion	0.60 745.00/hr	447.00
	AFO Travel time to LACJ for client meeting	0.50 600.00/hr	300.00
	AFO Meeting with client re discipline and education services	1.00 600.00/hr	600.00
	AFO Travel from LACJ for client meeting	0.50 600.00/hr	300.00
	AFO Email to litigation team re client meeting	0.50 600.00/hr	300.00
2/3/2010	AFO Research re Prison Litigation Reform Act exhaustion, discovery and proceeding with case	1.20 600.00/hr	720.00
	CM Receive and review LAUSD initial disclosures	0.20 625.00/hr	125.00
	CM Meeting with SLP re: oral argument preparation	0.50 625.00/hr	312.50
	CM Review Plaintiff's intial disclosures	0.30 625.00/hr	187.50
	CM Prepare for oral arguments - review motion, opposition, and reply re: prison reform litigation act exhaustion	0.50 625.00/hr	312.50
	CM Research re: prison reform litigation act burden of proof standards	0.70 625.00/hr	437.50
	CM Prepare for oral args re: prison reform litigation act exhaustion - review case law, draft outline of arguments	1.90 625.00/hr	1,187.50
	CM Prepare for oral argument re prison reform litigation act issue - review decl of Sergt. Dodson and evidentiary objections	0.40 625.00/hr	250.00
	CM Prepare for oral args re: prison reform litigation act - review client's declaration, complaint, letter	0.20 625.00/hr	125.00
	CM Prepare for oral argument re prison reform litigation act issue - review LACJ grievance policy	0.30 625.00/hr	187.50
	SLP Meeting with AO re: oral argument preparation	0.50 745.00/hr	372.50
	AFO Meeting with SLP re: oral argument preparation	0.50 600.00/hr	300.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/4/2010	SLP Meeting with co-counsel, AO and CM re preparation for hearing on motions to dismiss, etc.	3.70 745.00/hr	2,756.50
	AFO Research re whether decision of prison reform litigation act exhaustion appealable	0.30 600.00/hr	180.00
	AFO Confer with CM re prison reform litigation act issue for oral arguments	0.30 600.00/hr	180.00
	AFO Prepare for oral argument with co-counsel	3.70 600.00/hr	2,220.00
	AFO Research re burden of proof re affirmative defenses	0.80 600.00/hr	480.00
	AFO Telephone conference with potential declarant for class cert motion	0.20 600.00/hr	120.00
	CM Meeting with co-counsel, AO and SLP re prep for hearing on motions to dismiss, etc.	3.70 625.00/hr	2,312.50
	CM Confer with AFO re prison reform litigation act for oral arguments	0.30 625.00/hr	187.50
	CM Receive/review email from AFO re: burden of proof re prison reform litigation act	0.10 625.00/hr	62.50
	CM Telephone conference with AFO re: burden of proof for prison reform litigation act as affirmative defense	0.10 625.00/hr	62.50
	AFO Telephone conference with CM re: burden of proof for prison reform litigation act as affirmative defense	0.10 600.00/hr	60.00
2/5/2010	AFO Gather & prepare cases re prison reform litigation act for SLP in advance of oral argument	0.50 600.00/hr	300.00
	AFO Review CDE compliance complaint report	0.30 600.00/hr	180.00
	AFO Draft declaration of SLP in support of motion for class cert	0.60 600.00/hr	360.00
2/6/2010	CM Prepare for oral argument re: County is a Local Education Agency - review motion, opposition, and reply portions, review statutes, draft outline of arguments	1.00 625.00/hr	625.00
	CM Prepare for oral arguments re: LACOE motion to dismiss - review pleadings, caselaw, draft outline of arguments raised/rebuttals	1.80 625.00/hr	1,125.00
	CM Prepare for oral arguments re: prison reform litigation act issues - research and outline argument re: "availability" of remedies	1.10 625.00/hr	687.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/6/2010	CM Prepare for oral arguments re: CDE motion to dismiss	1.40 625.00/hr	875.00
	CM Prepare for oral arguments re: LACOE responsibilities - review School for the Blind v. Honig	0.40 625.00/hr	250.00
	CM Prepare for oral arguments on County MTD - review caselaw re: unenumerated 12(b) vs. summary judgment for defenses under prison reform litigation act	1.50 625.00/hr	937.50
2/7/2010	SLP review material in prep for oral arg on mtns to dismiss, mtn to stay, strike and scheduling conf	3.00 745.00/hr	2,235.00
	SLP Prepare for oral argument, review material re motions to dismiss, motion to strike / stay, scheduling order	1.50 745.00/hr	1,117.50
	CM Prepare for scheduling conference - review 26(f) report	0.60 625.00/hr	375.00
	CM Emails (x3) from H.Cannom re: oral argument strategy for motions to dismiss	0.10 625.00/hr	62.50
2/8/2010	SLP Prepare for hearing with CM	1.40 745.00/hr	1,043.00
	SLP Attend hearing on motions to dismiss, stay, strike, scheduling conference (incl conf with co-counsel before hearing)	1.50 745.00/hr	1,117.50
	AFO Prepare with CM and SLP for hearing on motions to dismiss	1.40 600.00/hr	840.00
	AFO Attend hearing and scheduling conference	1.50 600.00/hr	900.00
	AFO Meeting with CM and SLP re ruling and class cert	0.50 600.00/hr	300.00
	AFO Calendar deadlines for case	0.50 600.00/hr	300.00
	AFO Email to lit team re CDE amended compliance complaint report	0.30 600.00/hr	180.00
	CM Attend hearing on motions to dismiss, stay, strike, scheduling conference (incl conf with co-counsel before hearing)	1.50 625.00/hr	937.50
	CM Meeting with AFO and SLP re ruling and class cert	0.50 625.00/hr	312.50
	CM Email to litigation team re: hearing follow up and next steps	0.20 625.00/hr	125.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
2/8/2010	CM Prepare for hearing - mock oral argument questions	1.40 625.00/hr	875.00
	CM Telephone conference with H.Cannom re: tentative rulings	0.20 625.00/hr	125.00
	CM Emails to/from H.Cannom re: oral argument strategy	0.20 625.00/hr	125.00
	SLP Meeting with AFO and CM re ruling and class cert	0.50 745.00/hr	372.50
2/9/2010	CM Meeting with SLP re: additional edits to letter, settlement strategy for due process and federal case	0.90 625.00/hr	562.50
	SLP Meeting with CM re: additional edits to letter, settlement strategy for due process and federal case	0.90 745.00/hr	670.50
2/10/2010	CM Telephone conference with co-counsel re: discovery, mediation, class cert, CDE compliance report, protective order, LAUSD appeal	1.00 625.00/hr	625.00
	CM Meeting with SLP and AFO re: next steps for class cert, legal strategy	0.50 625.00/hr	312.50
	CM Meeting with SLP and AFO re: class declarations	0.40 625.00/hr	250.00
	CM Meeting with Laura Cohen re: possible class members	0.10 625.00/hr	62.50
	CM Meeting with AFO re: class cert declarations, locating class members	0.30 625.00/hr	187.50
	CM Email to litigation team re: gathering declarations of class members	0.30 625.00/hr	187.50
	SLP Telephone conference with co-counsel re class cert strategy, filing	1.00 745.00/hr	745.00
	AFO Calls with community members re special education services and eligible inmates	0.80 600.00/hr	480.00
	AFO Call with co-counsel re discovery and class cert	1.00 600.00/hr	600.00
	AFO Call with juvenile hall teachers re special education	0.40 600.00/hr	240.00
	CM Review and edit cease and desist letter to LAUSD	2.80 625.00/hr	1,750.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/10/2010	AFO Meeting with SLP and CM re: next steps for class cert, legal strategy	0.50 600.00/hr	300.00
	SLP Meeting with AO and CM re: next steps for class cert, legal strategy	0.50 745.00/hr	372.50
	AFO Meeting with SLP and CM re: class declarations	0.40 600.00/hr	240.00
	SLP Meeting with AO and CM re: class declarations	0.40 745.00/hr	298.00
	AFO Meeting with CM re: class cert declarations, locating class members	0.30 600.00/hr	180.00
2/11/2010	CM Meeting with JAD, paralegal re: charting locations of possible class members	0.20 625.00/hr	125.00
2/12/2010	AFO Call with community members re special education	0.30 600.00/hr	180.00
	AFO Calls to parents re eligible youth in LACJ	0.50 600.00/hr	300.00
	AFO Call to Disability Rights Education & Defense Fund re eligible youth in LACJ	0.20 600.00/hr	120.00
	CM Interviews with potential Class Members at North County Correctional Facility	3.40 625.00/hr	2,125.00
2/16/2010	AFO Confer with CM re declarations for class cert	0.20 600.00/hr	120.00
	AFO Calls to parents re class cert declarations	0.50 600.00/hr	300.00
	AFO Research re inmate locations	0.30 600.00/hr	180.00
	AFO Travel time to LACJ	0.50 600.00/hr	300.00
	AFO Meetings with class members at jail facilities	3.10 600.00/hr	1,860.00
	AFO Travel from LACJ	0.50 600.00/hr	300.00
	AFO Call with SLP and CM re LAUSD contacting client	0.50 600.00/hr	300.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/16/2010	AFO Email to co-counsel re status of class cert motion	0.10 600.00/hr	60.00
	CM Receive and review discovery propounded on CDE by LAUSD x2	0.40 625.00/hr	250.00
	CM Call with AO re LAUSD contacting client	0.50 625.00/hr	312.50
	CM Discussion with AO re declarations for class cert	0.20 625.00/hr	125.00
	SLP Receive and review draft materials for class certification motion	1.00 745.00/hr	745.00
	CM Confer with AO re declarations for class cert	0.20 625.00/hr	125.00
	SLP Call with AO and CM re LAUSD contacting client	0.50 745.00/hr	372.50
	AFO Discussion with CM re declarations for class cert	0.20 600.00/hr	120.00
2/17/2010	AFO Draft Guillermo Hernandez declaration	0.20 600.00/hr	120.00
	AFO Confer with CM re cease and desist letters to LAUSD and CDE	0.30 600.00/hr	180.00
	AFO Draft cease and desist letter to LAUSD	2.50 600.00/hr	1,500.00
	AFO Meeting with law clerk re research re ethical rules re speaking to represented parties	0.30 600.00/hr	180.00
	AFO Draft cease and desist letter to CDE	1.80 600.00/hr	1,080.00
	CM Draft declaration of Michael Garcia re: class certification	0.50 625.00/hr	312.50
	CM Receive and review cease and desist letter to CDE, edits to same	0.30 625.00/hr	187.50
	CM Meeting with AO re: objections to CDE's reissued order	0.40 625.00/hr	250.00
	CM Telephone conference with Y.Fuentes re: client & school	0.30 625.00/hr	187.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/17/2010	CM Confer with AO re cease and desist letters to LAUSD and CDE	0.30 625.00/hr	187.50
	CM Receive and review cease and desist letter to LAUSD, edits to same	0.80 625.00/hr	500.00
	SLP edit letters to CDE and LAUSD re inappropriate contact with client	0.50 745.00/hr	372.50
	AFO Meeting with CM re: objections to CDE's reissued order	0.40 600.00/hr	240.00
2/18/2010	SLP Receive and review draft interrogatorries from co-counsel; edits to same	0.50 745.00/hr	372.50
	SLP Receive and review draft class member decs from AO , edits to same	0.40 745.00/hr	298.00
	SLP Receive and review draft class certification motion, edits to same	0.60 745.00/hr	447.00
	SLP E-mail to co-counsel re edits to class certification motion	0.30 745.00/hr	223.50
	SLP Edit letter to LAUSD re contact with client	0.60 745.00/hr	447.00
	AFO Review and revise cease and desist letter to LAUSD	0.70 600.00/hr	420.00
	AFO Draft stipulation re settlement	0.60 600.00/hr	360.00
	AFO Travel to LACJ	0.50 600.00/hr	300.00
	AFO Meetings with class members to sign declarations	3.00 600.00/hr	1,800.00
	AFO Meeting with client re receipt of special education services	1.00 600.00/hr	600.00
	AFO Travel from LACJ	0.40 600.00/hr	240.00
	AFO Draft declaration of Lombardo Palacios	0.30 600.00/hr	180.00
	CM Meetings with class members at North County Correctional Facility, draft declarations of class members	5.50 625.00/hr	3,437.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/18/2010	CM Travel time to North County Correctional Facility	1.00 625.00/hr	625.00
	CM Travel time from North County Correctional Facility	1.00 625.00/hr	625.00
	CM Review co-counsel's edits/comments and revise client's declaration re: class cert	0.50 625.00/hr	312.50
	CM Telephone conference with expert Peter Leone re: declaration in support of class certification motion	1.00 625.00/hr	625.00
2/19/2010	AFO Meeting with Maria Alvarado	1.10 600.00/hr	660.00
	AFO Draft declaration of Maria Alvarado	0.60 600.00/hr	360.00
	AFO Review declaration of Rosa Marvin	0.30 600.00/hr	180.00
	AFO Call with co-counsel re class cert motion	0.50 600.00/hr	300.00
	CM Receive and review additional edits from co-counsel to client's declaration, revised to incorporate edits	0.20 625.00/hr	125.00
	CM Telephone conference with H.Cannom re: client's declaration	0.20 625.00/hr	125.00
	CM Call with co-counsel re class cert motion	0.40 625.00/hr	250.00
	CM Draft/prepare Tovar and Elizalde declarations for filing	0.40 625.00/hr	250.00
	CM Draft/prepare Combs declaration for filing	0.30 625.00/hr	187.50
	CM Telephone conference with SLP re: class cert motion edits and declarants	0.20 625.00/hr	125.00
	CM Telephone conference with AO and SLP re: status of declarations, edits to class cert motion	0.20 625.00/hr	125.00
	CM Telephone conference with AO re: Rosa Marvin's declaration	0.10 625.00/hr	62.50
	SLP Telephone conference with co-counsel re finalization of class cert motion and supporting info	0.40 745.00/hr	298.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/19/2010	SLP Telephone conference with CM and AO re: class cert motion edits and declarants	0.20 745.00/hr	149.00
	AFO Telephone conference with CM and SLP re: status of declarations, edits to class cert motion	0.20 600.00/hr	120.00
	AFO Telephone conference with CM re: Rosa Marvin's declaration	0.10 600.00/hr	60.00
2/20/2010	SLP Receive and review draft class cert motion, supporting declarations, edits to same	2.40 745.00/hr	1,788.00
2/21/2010	AFO Review and revise motion for class cert	2.00 600.00/hr	1,200.00
	AFO Confer with CM re motion for class cert	0.40 600.00/hr	240.00
	AFO Review and revise declaration of S.Parks in support of motion for class cert	0.20 600.00/hr	120.00
	AFO Review and revise resume to submit as exhibit to S.Parks declaration in support of motion for class cert	0.30 600.00/hr	180.00
	AFO Prepare exhibit to Request for Judicial Notion in support of motion for class cert	0.50 600.00/hr	300.00
	AFO Confer with SLP re motion for class cert	0.40 600.00/hr	240.00
	CM Confer with AO re motion for class cert	0.40 625.00/hr	250.00
	SLP Confer with AO re motion for class cert	0.40 745.00/hr	298.00
2/22/2010	AFO Prepare exhibits to S.Parks declaration in support of motion for class cert	0.20 600.00/hr	120.00
	AFO Review and revise C.Munson declaration in support of motion for class cert	0.20 600.00/hr	120.00
	AFO Review and revise Request for Judicial Notice in support of motion for class cert	0.10 600.00/hr	60.00
	AFO Prepare exhibits for Request for Judicial Notice in support of motion for class cert	0.20 600.00/hr	120.00
	AFO Prepare exhibits to P.Leone declaration in support of motion for class cert	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/22/2010	AFO Confer with CM re P.Leone declaration	0.20 600.00/hr	120.00
	SLP Receive and review draft declarations from expert and CM in support of class cert motion, edits to same	0.40 745.00/hr	298.00
	AFO Prepare exhibits to P.Leone declaration in support of motion for class cert	0.80 600.00/hr	480.00
	AFO Review and revise motion for class cert	1.10 600.00/hr	660.00
	AFO Prepare exhibits to C.Munson declaration in support of motion for class cert	0.30 600.00/hr	180.00
	CM Confer with AO re P.Leone declaration for class cert motion	0.20 625.00/hr	125.00
2/23/2010	AFO Review and revise cease and desist letter to LAUSD	0.20 600.00/hr	120.00
	AFO Review and revise cease and desist letter to CDE	0.30 600.00/hr	180.00
	AFO Confer with CM re IEP and records requests	0.20 600.00/hr	120.00
	SLP Receive and review draft letters to LAUSD and CDE re communicating with client, edits to same	0.40 745.00/hr	298.00
	AFO Draft follow-up letter to Justin Clark re IEP	0.50 600.00/hr	300.00
	CM Confer with AO re IEP and records requests	0.20 625.00/hr	125.00
2/24/2010	AFO Email to LAUSD re convening IEP meeting	0.80 600.00/hr	480.00
	AFO Call with Justin Clark re IEP	0.30 600.00/hr	180.00
	AFO Confer with CM re convening IEP	0.20 600.00/hr	120.00
	AFO Continue to draft follow up letter to Justin Clark re IEP	0.60 600.00/hr	360.00
	AFO Receive and review HLPUSD's initial disclosures	0.10 600.00/hr	60.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
2/24/2010	CM Confer with AO re convening IEP	0.20 625.00/hr	125.00
2/25/2010	AFO Draft letter to counsel instructing them not to meet with our client	0.70 600.00/hr	420.00
	AFO Call with LAUSD's counsel re not meeting with our client or convening an IEP meeting	0.30 600.00/hr	180.00
3/3/2010	AFO Confer with CM re discovery	0.50 600.00/hr	300.00
	AFO Review and revise settlement conference statement	0.70 600.00/hr	420.00
	AFO Email with co-counsel re interrogatories	0.20 600.00/hr	120.00
	AFO Confer with CM and SLP re discovery	0.20 600.00/hr	120.00
	CM Confer with SLP and AO re discovery	0.20 625.00/hr	125.00
	CM Confer with AO re discovery	0.50 625.00/hr	312.50
	SLP Confer with CM and AO re discovery	0.20 745.00/hr	149.00
3/4/2010	AFO Email to opposing counsel re contacting district staff	0.20 600.00/hr	120.00
	AFO Draft 30(b)(6) depo notice to County	0.30 600.00/hr	180.00
	AFO Draft Request For Production of documents to County	0.70 600.00/hr	420.00
	AFO Continue drafting Request For Production of Documents to County	1.00 600.00/hr	600.00
	AFO Edit Request For Production of Documents to County	0.60 600.00/hr	360.00
	AFO Revise settlement statement	0.60 600.00/hr	360.00
3/7/2010	SLP Receive and review draft Request For Production of Documents to County, edits to same	0.40 745.00/hr	298.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
3/8/2010	AFO	Review and revise Request For Production of Documents set one to County per SP edits/comments	0.30 600.00/hr	180.00
	AFO	Meeting with law clerk re drafting response letter to LAUSD re meeting with client w/o counsel, request for NPA counseling, and unauthorized testing	0.30 600.00/hr	180.00
	AFO	Continue to draft 30(b)(6) depo notice to County	0.20 600.00/hr	120.00
	AFO	Edit 30(b)(6) depo notice to County	0.30 600.00/hr	180.00
	AFO	Edit Request For Production of Documents set one to County	0.30 600.00/hr	180.00
3/9/2010	AFO	Confer with CM re LAUSD answer	0.20 600.00/hr	120.00
	AFO	Receive and review LAUSD motion to add cross-claim	0.20 600.00/hr	120.00
	AFO	Receive and review LAUSD amended answer and cross claim against CDE	0.20 600.00/hr	120.00
	AFO	Review and revise law clerk draft letter responding to LAUSD March 3 email re improper client contacts, counseling and testing	0.40 600.00/hr	240.00
	CM	Confer with AFO re LAUSD answer	0.20 625.00/hr	125.00
3/10/2010	AFO	Review and revise reply letter to LAUSD re improper contacts, NPA counseling and assessments	0.40 600.00/hr	240.00
	AFO	Meeting with CM and SLP re LAUSD answer	0.20 600.00/hr	120.00
	SLP	Meeting with AFO and CM re LAUSD answer	0.20 745.00/hr	149.00
	CM	Meeting with AO and SLP re LAUSD answer	0.20 625.00/hr	125.00
3/11/2010	AFO	Review and revise response letter to LAUSD March 3, 2010 email re NPA counseling and improper client contacts	0.20 600.00/hr	120.00
	AFO	Review and revise draft Request For Production of Documents to LAUSD	0.60 600.00/hr	360.00
	AFO	Review and revise draft Request For Production of Documents to CDE	0.60 600.00/hr	360.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
3/11/2010	SLP	Receive and review draft letter to Barry Green re contact with client, edits to same	0.30 745.00/hr	223.50
	AFO	Edit Request For Production of Documents to LAUSD	0.20 600.00/hr	120.00
	AFO	Review and revise draft Request For Production of Documents to CDE	0.40 600.00/hr	240.00
3/15/2010	CM	Receive and review LACOE initial disclosures	0.20 625.00/hr	125.00
3/18/2010	SLP	Meeting with AO and CM re upcoming events, class cert reply, opposition on appeal, discovery	1.00 745.00/hr	745.00
	AFO	Meeting with CM re discovery, administrative record and oppositions to class cert	1.00 600.00/hr	600.00
	CM	Meeting with AO re discovery, administrative record and oppositions to class cert	1.00 625.00/hr	625.00
3/22/2010	AFO	Receive and review oppositions to motion for class cert	2.00 600.00/hr	1,200.00
	SLP	Receive and review oppositions to class cert, notes re same	0.70 745.00/hr	521.50
	CM	Receive and review oppositions to motion for class cert	2.10 625.00/hr	1,312.50
	CM	Review and revise Request For Production of Documents to HLPUSD	0.40 625.00/hr	250.00
	CM	Review and revise Request For Production of Documents to LACOE	0.40 625.00/hr	250.00
3/23/2010	AFO	Email to SLP re Request For Production of Documents	0.10 600.00/hr	60.00
	AFO	Email to SLP re 30(b)(6) depo notice to County	0.10 600.00/hr	60.00
	AFO	Confer with CM re class cert oppositions	0.20 600.00/hr	120.00
	AFO	Call with co-counsel re class cert reply	0.70 600.00/hr	420.00
	AFO	Email to co-counsel re provision of FAPE when students transfer districts	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/23/2010	SLP Telephone conference with lit team re plan for replies on class cert	0.70 745.00/hr	521.50
	AFO Email to PDP re research re legislative history of Section 56041	0.20 600.00/hr	120.00
	AFO Call with co-counsel re responding to evidentiary objections	0.10 600.00/hr	60.00
	AFO Call with volunteer attorney re responding to evidentiary objections and drafting RFAs	0.30 600.00/hr	180.00
	CM Confer with AFO re class cert oppositions	0.20 625.00/hr	125.00
	CM Call with co-counsel re class cert reply	0.70 625.00/hr	437.50
	CM Receive/Review email from AFO re: provision of FAPE when students transfer districts	0.10 625.00/hr	62.50
	CM Call with D.Vinzon and AFO re responding to evidentiary objections	0.10 625.00/hr	62.50
	CM Call with volunteer attorney and AFO re responding to evidentiary objections and drafting Request For Admissions	0.30 625.00/hr	187.50
	AFO Call with volunteer attorney and CM re responding to evidentiary objections and drafting Request For Admissions	0.30 600.00/hr	180.00
	AFO Email to SLP re Request For Production of Documents	0.10 600.00/hr	60.00
3/25/2010	AFO Meeting with SLP and CM re case events and discovery	0.50 600.00/hr	300.00
	SLP Meeting with CM and AFO re case events and discovery	0.50 745.00/hr	372.50
	CM Meeting with SLP and AFO re case events and discovery	0.50 625.00/hr	312.50
3/26/2010	AFO Review and revise depo notice to Sheriff's Department	0.20 600.00/hr	120.00
	AFO Email re timing of draft reply brief for class cert	0.10 600.00/hr	60.00
3/27/2010	AFO Review and revise draft class cert reply / outline	1.00 600.00/hr	600.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/29/2010	AFO Review county objections to P.Leone declaration	0.30 600.00/hr	180.00
	AFO Research re admissibility of expert testimony	0.80 600.00/hr	480.00
	AFO Continue to research admissibility of expert opinion at class certification stage	1.10 600.00/hr	660.00
	AFO Draft responses to County's objections to P.Leone's declaration	2.50 600.00/hr	1,500.00
3/30/2010	AFO Draft responses to LAUSD objections re class cert	0.10 600.00/hr	60.00
	AFO Continue to draft responses to LAUSD evidentiary objections re class cert	0.10 600.00/hr	60.00
	AFO Continue to draft responses to LAUSD objections to evidence re class cert	1.60 600.00/hr	960.00
	AFO Draft responses to LAUSD evidentiary objections re class cert	3.30 600.00/hr	1,980.00
	AFO Review and revise responses to LAUSD's evidentiary objections re class cert	1.00 600.00/hr	600.00
	CM Review and revise - make final edits to HLPUSD Request For Production of Documents set number 1	1.10 625.00/hr	687.50
	CM Review and revise - make final edits to LACOE Request For Production of Documents set number 1	2.00 625.00/hr	1,250.00
	CM Proof final HLPUSD Request For Production of Documents set number 1	0.20 625.00/hr	125.00
	CM Proof final LACOE Request For Production of Documents set number 1	0.20 625.00/hr	125.00
	CM Email to AFO and SLP re: HLPUSD's and LACOE Request For Production of Documents	0.10 625.00/hr	62.50
	AFO Review and revise responses to LAUSD's evidentiary objections re class cert	1.50 600.00/hr	900.00
4/1/2010	SLP Receive and review draft reply on class cert, e-mail to CM and AO re same	0.60 745.00/hr	447.00
	SLP Research re class cert reply, cases re exhaustion and mootness in IDEA class actions	0.50 745.00/hr	372.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/3/2010	AFO Review and revise draft reply brief in support of class cert	1.10 600.00/hr	660.00
	AFO Review and revise objections to Baker and Hill declaration in opposition to class cert	0.60 600.00/hr	360.00
4/4/2010	SLP Receive and review draft reply on class cert motion	1.10 745.00/hr	819.50
4/5/2010	AFO Review co-counsel's edits to responses to LAUSD and County Defendants' evidentiary objections re class cert	0.20 600.00/hr	120.00
	AFO Call with CM and co-counsel re CDE's screening for eligible inmates and Hill declaration in support of opposition to class cert	0.10 600.00/hr	60.00
	AFO Review LAUSD responses to interrogatories	0.20 600.00/hr	120.00
	AFO Review CDE's responses to LAUSD's Request For Production of Documents and Interrogatories [Set 1]	0.10 600.00/hr	60.00
	AFO Review and revise class cert reply	1.30 600.00/hr	780.00
	CM Call with AO and co-counsel re CDE's screening for eligible inmates and Hill declaration in support of opposition to class cert	0.10 625.00/hr	62.50
4/7/2010	SLP E-mail to team re CDE's request for continuance of settlement conference	0.10 745.00/hr	74.50
4/8/2010	AFO Review settlement conference statement in advance of settlement conference	0.20 600.00/hr	120.00
	AFO Confer with CM re settlement conference	0.40 600.00/hr	240.00
	AFO Call with CM and SLP re settlement conference	0.40 600.00/hr	240.00
	AFO Call with co-counsel re settlement conference	0.20 600.00/hr	120.00
	CM Confer with AO re settlement conference	0.40 625.00/hr	250.00
	CM Call with AO and SLP re settlement conference	0.40 625.00/hr	250.00
	SLP Call with AO and CM re settlement conference	0.40 745.00/hr	298.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/9/2010	SLP Receive and review courts tentative ruling on class cert motion	0.40 745.00/hr	298.00
	SLP Presentation at jails task force meeting re case	0.70 745.00/hr	521.50
	AFO Travel to settlement conference	0.30 600.00/hr	180.00
	AFO Attend settlement conference	3.00 600.00/hr	1,800.00
	AFO Travel from settlement conference	0.30 600.00/hr	180.00
	AFO Meeting with SLP and CM re settlement conference	0.50 600.00/hr	300.00
	CM Travel to settlement conference	0.30 625.00/hr	187.50
	CM Attend settlement conference	3.00 625.00/hr	1,875.00
	CM Travel from settlement conference	0.30 625.00/hr	187.50
	CM Meeting with SLP and AO re settlement conference	0.50 625.00/hr	312.50
	SLP Meeting with CM and AO re settlement conference	0.50 745.00/hr	372.50
4/11/2010	SLP Research re multiple agency responsibilities under IDEA, ability to have more than one agency involved	1.00 745.00/hr	745.00
4/15/2010	AFO Review and revise draft responses to LAUSD's objections to Supplemental P.Leone declaration	0.30 600.00/hr	180.00
	AFO Review Hawkins case	0.20 600.00/hr	120.00
	AFO Call with co-counsel re responding to County Request For Production of Documents	0.30 600.00/hr	180.00
4/16/2010	AFO Review documents to produce in response to County's Request For Production of Documents	0.20 600.00/hr	120.00
	AFO Email co-counsel re sample discovery responses	0.40 600.00/hr	240.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
4/18/2010	AFO Research re compensatory education in class action cases	3.00 600.00/hr	1,800.00
4/20/2010	SLP Telephone conference with co-counsel re class cert hearing prep	0.70 745.00/hr	521.50
	AFO Telephone conference with co-counsel re oral arguments re class cert	0.70 600.00/hr	420.00
	AFO Locate case law for oral argument binders	0.30 600.00/hr	180.00
	AFO Confer with SLP re class cert oral argument; strategy re same	0.20 600.00/hr	120.00
	AFO Research re eligibility while incarcerated	0.10 600.00/hr	60.00
	AFO Email to co-counsel re CDE's proposal to identify eligible students	0.20 600.00/hr	120.00
	AFO Review and revise notice of supplemental authority	0.10 600.00/hr	60.00
	AFO Call to CDE with co-counsel re identifying eligible students	0.10 600.00/hr	60.00
	SLP Confer with AO re class cert oral argument	0.20 745.00/hr	149.00
4/21/2010	AFO Review CDE's answer to LAUSD cross-claim	0.20 600.00/hr	120.00
	SLP Prepare for oral argument, review filings and cases	2.40 745.00/hr	1,788.00
	SLP Attend oral argument on class cert motion	2.00 745.00/hr	1,490.00
	SLP Meeting with co-counsel pre-argument on class cert	0.30 745.00/hr	223.50
	AFO Review pleading and case law for oral arguments re class cert	2.00 600.00/hr	1,200.00
	AFO Draft talking points for oral argument re systemic remedy	0.40 600.00/hr	240.00
	AFO Meeting with SLP and co-counsel re oral arguments re class cert	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/21/2010	AFO Travel to court for oral arguments re class cert	0.30 600.00/hr	180.00
	AFO Attend class cert oral arguments	2.00 600.00/hr	1,200.00
	AFO Travel from court after oral arguments re class cert	0.30 600.00/hr	180.00
4/22/2010	AFO Call with co-counsel re responding to Request For Production of Documents	0.10 600.00/hr	60.00
	AFO Meeting with MS re compelling production of documents	0.20 600.00/hr	120.00
	AFO Email to county counsel re responses to discovery	0.20 600.00/hr	120.00
	P Meeting with AFO re compelling production of documents	0.20 250.00/hr	50.00
4/26/2010	AFO Email to co-counsel re visiting client to get documents responsive to Request For Production of Documents	0.10 600.00/hr	60.00
	AFO Research re class certification; Dukes v. Walmart	1.50 600.00/hr	900.00
	AFO Call from potential class member	0.30 600.00/hr	180.00
	AFO Email to County counsel re discovery responses	0.20 600.00/hr	120.00
	AFO Confer with CM potential new class member	0.20 600.00/hr	120.00
	AFO Meeting with SLP re Garcia	0.10 600.00/hr	60.00
	CM Confer with AO potential new class member	0.20 625.00/hr	125.00
	SLP Meeting with AO re Garcia	0.10 745.00/hr	74.50
4/27/2010	AFO Email co-counsel re settlement conference dates	0.30 600.00/hr	180.00
	AFO Review Hacienda's responses to Plaintiff's interrogatories	0.10 600.00/hr	60.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/27/2010	AFO	Review County's responses to Plaintiff's Request For Production of Documents (Set 1)	1.20 600.00/hr	720.00
	AFO	Research re motion to compel	0.20 600.00/hr	120.00
4/28/2010	AFO	Email to co-counsel re responses to County's Request For Production of Documents	0.10 600.00/hr	60.00
	AFO	Draft meet and confer letter to County counsel re discovery	0.80 600.00/hr	480.00
	AFO	Continue to draft meet and confer letter re County's discovery responses	1.00 600.00/hr	600.00
	SLP	E-mails (multiple) from AO re LASD failure to respond to discovery	0.20 745.00/hr	149.00
4/29/2010	AFO	Continue to draft letter to County re objections to Request For Production of Documents and Depo Notice	0.80 600.00/hr	480.00
	AFO	Email to co-counsel re County's failure to produce documents	0.10 600.00/hr	60.00
	AFO	Continue to draft letter re County's objections to Request For Production of Documents and depo notice	0.40 600.00/hr	240.00
	AFO	Continue to draft letter responding to County's objections to depo notice and Request For Production of Documents	0.70 600.00/hr	420.00
	AFO	Review and revise letter re County's objections to Request For Production of Documents and depo notice	1.60 600.00/hr	960.00
	SLP	Review draft meet and confer letter to County re discovery responses, edits to same	0.40 745.00/hr	298.00
4/30/2010	AFO	Review and revise letter to County re Request For Production of Documents objections and depo notice objections	1.00 600.00/hr	600.00
	SLP	Receive and review court's class cert ruling	0.30 745.00/hr	223.50
	SLP	Meeting with AO re class cert ruling, discovery	0.20 745.00/hr	149.00
	SLP	Telephone conference with PDP re settlement and settlement conference	0.30 745.00/hr	223.50
	AFO	Receive and review court's class cert ruling	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/30/2010	AFO Meeting with SLP re class cert ruling, discovery	0.20 600.00/hr	120.00
	PDP Telephone conference with SLP re settlement and settlement conference	0.30 875.00/hr	262.50
5/3/2010	SLP Receive and review draft discovery responses, edits to same	1.10 745.00/hr	819.50
	AFO Review and revise responses to County's Request for Admissions	0.30 600.00/hr	180.00
	AFO Review and revise responses to County's Request For Production of Documents	0.30 600.00/hr	180.00
	AFO Review and revise responses to County's interrogatories	0.20 600.00/hr	120.00
5/4/2010	SLP Telephone conference with co-counsel re discovery, appeal	1.00 745.00/hr	745.00
	SLP Conference with CM and AO re privilege log	0.30 745.00/hr	223.50
	AFO Call with co-counsel re discovery plan	1.00 600.00/hr	600.00
	AFO Meeting with CM re reviewing responses to County's Requests for Production	0.50 600.00/hr	300.00
	AFO Draft memo re scope of class certification order	0.60 600.00/hr	360.00
	AFO Conference with CM and SLP re privilege log	0.30 600.00/hr	180.00
	CM Conference with AO and SLP re privilege log	0.30 625.00/hr	187.50
	CM Meeting with AO re reviewing responses to County's Requests for Production	0.50 625.00/hr	312.50
5/5/2010	AFO Email to County counsel re production of documents	0.20 600.00/hr	120.00
	AFO Voicemail to County counsel re producing documents	0.10 600.00/hr	60.00
5/10/2010	AFO Prepare for meet and confer with County counsel re Plaintiff's Request For Production of Documents and 30b6 deposition	0.30 600.00/hr	180.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
5/10/2010	AFO	Meet and Confer with County counsel re County responses to Request For Production of Documents and 30b6 deposition notice	1.30 600.00/hr	780.00
	AFO	Draft confirming letter re meet and confer with County counsel	1.00 600.00/hr	600.00
	AFO	Confer with CM re to do's/next steps for case	0.30 600.00/hr	180.00
	CM	Confer with AFO re to do's/next steps for case	0.30 625.00/hr	187.50
5/11/2010	AFO	Continue to draft confirming letter re meet and confer with County counsel	0.40 600.00/hr	240.00
	AFO	Review and revise confirming letter to County counsel re outcome of meet and confer	0.80 600.00/hr	480.00
	AFO	Review documents responsive to public records act request from LASD for charting of inmate complaints by topic	1.00 600.00/hr	600.00
5/12/2010	AFO	Edit confirming letter to County counsel re meet and confer	0.40 600.00/hr	240.00
	AFO	Call re new class member and court ordered education	0.30 600.00/hr	180.00
	AFO	Locate and review emails for responsive documents to County Request For Production of Documents	0.40 600.00/hr	240.00
	AFO	Research re special education programs at Rikers and San Francisco jails	0.50 600.00/hr	300.00
5/13/2010	AFO	Call with County counsel re producing responsive documents	0.30 600.00/hr	180.00
	AFO	Email to co-counsel re County's production of documents	0.30 600.00/hr	180.00
	AFO	Research re protective orders	0.30 600.00/hr	180.00
	AFO	Draft protective order	3.10 600.00/hr	1,860.00
5/14/2010	AFO	Research re 23f appeal of class cert order	0.50 600.00/hr	300.00
	AFO	Draft joint stipulation	1.10 600.00/hr	660.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
5/14/2010	AFO Receive and review CDE petition for permission to appeal class cert	0.50 600.00/hr	300.00
	AFO Continue to draft Joint Stipulation	1.00 600.00/hr	600.00
	AFO Draft declaration in support of Joint Stipulation	0.60 600.00/hr	360.00
	AFO Research re motion to compel standards	0.50 600.00/hr	300.00
	AFO Continue to draft joint stipulation	0.30 600.00/hr	180.00
	CM Receive and review CDE petition for permission to appeal class cert	0.60 625.00/hr	375.00
5/16/2010	AFO Continue to draft joint stipulation	0.30 600.00/hr	180.00
5/17/2010	AFO Call with co-counsel re CDE petition for appeal	0.70 600.00/hr	420.00
	AFO Continue to draft joint stipulation	0.90 600.00/hr	540.00
	AFO Continue to draft joint stipulation	1.00 600.00/hr	600.00
	AFO Draft declaration in support of joint stipulation	0.50 600.00/hr	300.00
	AFO Edit joint stipulation	1.00 600.00/hr	600.00
	SLP Telephone conference with co-counsel re CDE Appeal, discovery, class cert clarification	0.70 745.00/hr	521.50
	CM Call with co-counsel re CDE petition for appeal	0.70 625.00/hr	437.50
5/18/2010	AFO Email to County counsel re joint stipulation	0.10 600.00/hr	60.00
	AFO Review and revise stipulated protective order	1.00 600.00/hr	600.00
	SLP E-mails from co-counsel (multiple) re deposition scheduling	0.20 745.00/hr	149.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
5/19/2010	AFO Receive and review SLP edits to protective order	0.10 600.00/hr	60.00
	AFO Meeting with SLP re draft protective order	0.30 600.00/hr	180.00
	AFO Revise draft protective order	0.50 600.00/hr	300.00
	AFO Email to co-counsel re protective order	0.10 600.00/hr	60.00
	SLP Receive and review draft protective order, edits to same	0.50 745.00/hr	372.50
	SLP Meeting with AO re draft protective order	0.30 745.00/hr	223.50
	AFO Email to County counsel re revised protective order	0.20 600.00/hr	120.00
5/20/2010	AFO Research re Rikers special ed system	0.20 600.00/hr	120.00
	MDS Emails to three San Francisco prisoners rights attorneys re: special ed in San Francisco jails	0.20 660.00/hr	132.00
	MDS Emails to K. McAnnany re: special ed in NYC jails	0.10 660.00/hr	66.00
	SLP Meeting with AO re protective order	0.30 745.00/hr	223.50
	AFO Revise protective order	0.20 600.00/hr	120.00
	SLP Research re CDE appeal, 23F and aggrieved party	2.20 745.00/hr	1,639.00
	SLP Meeting with AO re protective order, edits to same	0.20 745.00/hr	149.00
	AFO Review responsive documents from County	0.20 600.00/hr	120.00
	SLP Research re 23 f petition	1.40 745.00/hr	1,043.00
	SLP Receive and review materials re other jail special ed cases re settlement	0.60 745.00/hr	447.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
5/20/2010	AFO Meeting with SLP re protective order; edits to same	0.30 600.00/hr	180.00
5/21/2010	AFO Research re new magistrate judge	0.20 600.00/hr	120.00
	AFO Email to county counsel re protective order	0.10 600.00/hr	60.00
	AFO Call with County counsel re protective order	0.50 600.00/hr	300.00
	AFO Research re attorney-client privilege and work product doctrine as covering authorizations to release information	0.30 600.00/hr	180.00
	AFO Call with county counsel re protective order	0.10 600.00/hr	60.00
	SLP Meeting with AO and CM re protective order and settlement	0.50 745.00/hr	372.50
	AFO Revise protective order	0.30 600.00/hr	180.00
	CM Meeting with AFO and SLP re protective order and settlement	0.50 625.00/hr	312.50
	AFO Meeting with SLP and CM re protective order and settlement	0.50 600.00/hr	300.00
5/24/2010	CM Receive and review correspondence from CDE's counsel re: deposition scheduling	0.10 625.00/hr	62.50
	CM Draft and revise outline of possible settlement resolutions	1.00 625.00/hr	625.00
	CM Email to SLP and AFO re: settlement discussions and next steps	0.10 625.00/hr	62.50
	CM Meeting with AFO re: Garcia planning and next steps	0.10 625.00/hr	62.50
	SLP Meeting with AO re protective order and joint stipulation	0.50 745.00/hr	372.50
	SLP Receive and review draft brief on 23f petition	0.30 745.00/hr	223.50
	AFO Meeting with CM re settlement conference	0.10 600.00/hr	60.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
5/24/2010	AFO Revise protective order with SLP	0.50 600.00/hr	300.00
	AFO Receive and review defendants' portion on joint stipulation	0.60 600.00/hr	360.00
	AFO Receive and review draft opposition to CDE's petition to appeal	0.40 600.00/hr	240.00
5/25/2010	AFO Draft notice of motion to compel	0.70 600.00/hr	420.00
	AFO Continue to draft notice of motion to compel	0.40 600.00/hr	240.00
	SLP Review/edit opposition to 23f petition	1.30 745.00/hr	968.50
	SLP Meeting with CM and AO re 23f petition, edits to same	0.30 745.00/hr	223.50
	SLP Edit opposition to Rule 23f petition	0.90 745.00/hr	670.50
	SLP Receive and review edits to rule 23f petition opposition, research re same	0.40 745.00/hr	298.00
	SLP E-mail to co-counsel re aggrieved party argument in rule 23f opposition, review materials re same	0.40 745.00/hr	298.00
	LC Review file in preparation for settlement meeting. MLG	1.00 250.00/hr	250.00
	AFO Meeting with CM and SLP re 23f petition, edits to same	0.30 600.00/hr	180.00
	CM Meeting with AO and SLP re 23f petition, edits to same	0.30 625.00/hr	187.50
5/26/2010	AFO Call with co-counsel IT re doc review database	0.70 600.00/hr	420.00
	SLP Edit section of 23f opposition re jurisdiction	1.10 745.00/hr	819.50
	SLP Review revised opposition to 23f petition	0.40 745.00/hr	298.00
	AFO Draft insert for oppsition to CDE petition to appeal	0.90 600.00/hr	540.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
5/26/2010	AFO Edit opposition to CDE petition to appeal	0.40 600.00/hr	240.00
	AFO Research re federal jurisdiction of ADA and 504 claims	0.30 600.00/hr	180.00
5/27/2010	AFO Emails re settlement	0.20 600.00/hr	120.00
	AFO Call to Five Keys Charter School	0.10 600.00/hr	60.00
	AFO Meeting with law clerk re indexing discovery	0.10 600.00/hr	60.00
	AFO Draft outline for settlement conference	0.10 600.00/hr	60.00
	AFO Call re special education at Rikers	1.00 600.00/hr	600.00
	LC Meeting with AO re indexing discovery	0.10 250.00/hr	25.00
5/28/2010	SLP Meeting with AO and CM re settlement	1.40 745.00/hr	1,043.00
	AFO Meeting with CM and SLP re settlement approaches and strategy, obligations of respective parties	1.40 600.00/hr	840.00
	AFO Call re special education at Rikers island	1.00 600.00/hr	600.00
	AFO Research re settlement	0.40 600.00/hr	240.00
	LC Meeting with SLP, AO, CM regarding settlement conference. MLG	1.40 250.00/hr	350.00
	CM Meeting with AO and SLP resettlement approaches and strategy, obligations of respective parties	1.40 625.00/hr	875.00
6/1/2010	AFO Meeting with law clerks re settlement brain storming	0.20 600.00/hr	120.00
	AFO Research re special education planning in jails	0.30 600.00/hr	180.00
	AFO Calls to San Francisco jails re special education programs	0.10 600.00/hr	60.00

**CONFIDENTIAL: FOR SETTLEMENT PURPOSES ONLY**

		<u>Hrs/Rate</u>	<u>Amount</u>
6/1/2010	AFO Draft outline for supplemental memorandum in support of motion to compel	1.30 600.00/hr	780.00
	SLP Meeting with AO and CM re settlement approaches and strategy, obligations of respective parties	2.00 745.00/hr	1,490.00
	SLP Meeting with AO re motion to compel, supplemental brief, stipulated protective order	0.40 745.00/hr	298.00
	AFO Meeting with SLP, CM and law clerks re settlement	2.00 600.00/hr	1,200.00
	AFO Meeting with SLP re motion to compel, supplemental brief, stipulated protective order	0.40 600.00/hr	240.00
	AFO Revise settlement demand letter	1.50 600.00/hr	900.00
	LC Meeting with SLP, AO, and CM regarding settlement conference. MLG	2.00 250.00/hr	500.00
	LC DE - Meeting with Mario, SLP, AO, CM about settlement conference	2.00 250.00/hr	500.00
	LC DE - Meeting with PDP, AO, regarding settlement conference.	1.00 250.00/hr	250.00
	CM Meeting with SLP, AO and law clerks re settlement	2.00 625.00/hr	1,250.00
6/2/2010	AFO Revise flow chart re special education system in LACJ	0.30 600.00/hr	180.00
	AFO Email re research of LAUSD's lobbying efforts	0.20 600.00/hr	120.00
	AFO Revise settlement demand letter	0.10 600.00/hr	60.00
	AFO Review and revise protective order	0.50 600.00/hr	300.00
	SLP Telephone conference with Justin Clark re settlement	0.30 745.00/hr	223.50
	SLP Telephone conference with co-counsel re settlement	0.40 745.00/hr	298.00
	AFO Email re protective order	0.10 600.00/hr	60.00

**CONFIDENTIAL: FOR SETTLEMENT PURPOSES ONLY**

		<u>Hrs/Rate</u>	<u>Amount</u>
6/2/2010	SLP Telephone conference with AO and CM re settlement letter to defendants	0.40 745.00/hr	298.00
	SLP Edit revised settlement letter	0.30 745.00/hr	223.50
	AFO Telephone conference with SLP and CM re settlement letter to defendants	0.40 600.00/hr	240.00
	CM Telephone conference with AO and CM re settlement letter to defendants	0.40 625.00/hr	250.00
6/3/2010	AFO Meeting with CM re drafting settlement statement	0.50 600.00/hr	300.00
	AFO Research re attorneys' fees recovery on motion to compel	0.40 600.00/hr	240.00
	AFO Revise supplemental settlement conference statement	0.10 600.00/hr	60.00
	SLP Receive and review draft supplemental settlement statement, notes re same	0.30 745.00/hr	223.50
	CM Meeting with AO re drafting settlement statement	0.50 625.00/hr	312.50
6/4/2010	AFO Email to counsel re protective order	0.10 600.00/hr	60.00
	AFO Review co-counsel's revisions to supplemental settlement conference statement	0.10 600.00/hr	60.00
	AFO Prepare materials for meeting re settlement with CM and PDP	0.20 600.00/hr	120.00
	AFO Meeting re preparing for settlement conference	0.40 600.00/hr	240.00
	SLP Meeting with CM, AO, PDP re settlement	0.40 745.00/hr	298.00
	SLP Meeting with PDP re settlement	0.30 745.00/hr	223.50
	SLP Telephone conference with CM re supplemental settlement conference statement	0.20 745.00/hr	149.00
	CM Meeting with SLP, AO, PDP re settlement	0.40 625.00/hr	250.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/4/2010	PDP Meeting with SLP, AO, CM re settlement	0.40 875.00/hr	350.00
	PDP Meeting with SLP re settlement	0.30 875.00/hr	262.50
	CM Telephone conference with SLP re supplemental settlement conference statement	0.20 625.00/hr	125.00
6/6/2010	AFO Research re compelling production of documents	1.20 600.00/hr	720.00
	AFO Confer with SLP re supplemental memorandum	0.20 600.00/hr	120.00
	AFO Draft talking points for settlement conference	1.00 600.00/hr	600.00
	SLP Confer with AO re supplemental memorandum	0.20 745.00/hr	149.00
6/7/2010	AFO Research re relevance and undue burden for supplemental memorandum	0.70 600.00/hr	420.00
	AFO Continue to research undue burden for supplemental memorandum	0.40 600.00/hr	240.00
	AFO Telephone conference with co-counsel re settlement conference	0.70 600.00/hr	420.00
	AFO Call with daily journal reporter and PDP	0.50 600.00/hr	300.00
	AFO Continue to research motion to compel	0.50 600.00/hr	300.00
	AFO Attend settlement conference	3.50 600.00/hr	2,100.00
	AFO Travel to settlement conference	0.30 600.00/hr	180.00
	AFO Travel from settlement conference	0.30 600.00/hr	180.00
	AFO Continue to research re undue burden for supplemental memo	0.70 600.00/hr	420.00
	LC Attended settlement conference with PDP, AO, and Katie. BA	3.50 250.00/hr	875.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/7/2010	PDP Travel from settlement conference	0.30 875.00/hr	262.50
	PDP Attend settlement conference	3.50 875.00/hr	3,062.50
	PDP Travel to settlement conference	0.30 875.00/hr	262.50
	PDP Call with daily journal reporter and PDP	0.50 875.00/hr	437.50
6/8/2010	AFO Research re undue burden for supplemental memorandum	1.20 600.00/hr	720.00
	AFO Meeting with PDP and law clerks re drafting written settlement terms	1.00 600.00/hr	600.00
	AFO Call with reporter from Daily Journal	0.20 600.00/hr	120.00
	AFO Continue to research re undue burden	0.60 600.00/hr	360.00
	LC Draft Settlement Agreement. BA	4.50 250.00/hr	1,125.00
6/9/2010	AFO Research re prison litigation reform act cap on attorneys fees	0.50 600.00/hr	300.00
	AFO Continue to draft supplemental memorandum	2.70 600.00/hr	1,620.00
	LC Preparing draft settlement agreement. BA	6.20 250.00/hr	1,550.00
	AFO Continue to draft supplemental memorandum	0.30 600.00/hr	180.00
	AFO Review and revise supplemental memorandum	0.70 600.00/hr	420.00
	LC Preparing draft settlement agreement. BA	6.20 250.00/hr	1,550.00
6/10/2010	AFO Confer with CM re written settlement terms	0.10 600.00/hr	60.00
	AFO Review and revise supplemental memorandum	0.30 600.00/hr	180.00



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			<u>Hrs/Rate</u>	<u>Amount</u>
6/10/2010	AFO	Draft supplemental declaration in support of motion to compel	0.30 600.00/hr	180.00
	CM	Confer with AO re written settlement terms	0.10 625.00/hr	62.50
6/11/2010	AFO	Review and revise draft settlement points	1.00 600.00/hr	600.00
	AFO	Review and revise supplemental memorandum	1.00 600.00/hr	600.00
	AFO	Confer with SLP re supplemental memorandum	0.20 600.00/hr	120.00
	SLP	Confer with AO re supplemental memorandum	0.20 745.00/hr	149.00
6/14/2010	CM	Edit Plaintiff's settlement points draft	1.60 625.00/hr	1,000.00
	CM	Receive and review edits to settlement points from Milbank	0.30 625.00/hr	187.50
	CM	Continue editing settlement points draft	1.00 625.00/hr	625.00
	CM	Telephone conference with SLP and AFO re: monitoring and settlement points strategy	0.60 625.00/hr	375.00
	CM	Review and revise settlement points draft from PDP	0.40 625.00/hr	250.00
	CM	Finalize settlement points draft to send to Defendants	0.30 625.00/hr	187.50
	CM	Email to opposing counsel with Plaintiff's Proposed Settlement Points	0.10 625.00/hr	62.50
	AFO	Telephone conference with SLP and CM re: monitoring and settlement points strategy	0.60 600.00/hr	360.00
	SLP	Telephone conference with AO and CM re: monitoring and settlement points strategy	0.60 745.00/hr	447.00
6/22/2010	AFO	Email to County counsel re protective order	0.20 600.00/hr	120.00
	AFO	Email to LACOE and Hacienda counsel re protective order	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/22/2010	SLP Meeting with AO re proposed order on mtn to compel	0.20 745.00/hr	149.00
	AFO Meeting with SLP re proposed order re motion to compel	0.20 600.00/hr	120.00
	AFO Meeting with MS and SLP re case strategy	0.70 600.00/hr	420.00
	AFO Call to clerk re oral argument on motion to compel	0.10 600.00/hr	60.00
	AFO Draft proposed order granting motion to compel	0.90 600.00/hr	540.00
	SLP Meeting with MS and AO re case strategy	0.70 745.00/hr	521.50
	P Meeting with AO and SLP re case strategy	0.70 250.00/hr	175.00
6/23/2010	AFO Continue to review County's first production of documents	0.10 600.00/hr	60.00
	AFO Continue review of County's first set of production of documents	0.30 600.00/hr	180.00
	AFO Call to Hacienda's counsel re protective order	0.10 600.00/hr	60.00
6/24/2010	SLP Review draft proposed order on motion to compel, edits to same	0.40 745.00/hr	298.00
	AFO Review and revise proposed order granting motion to compel	0.20 600.00/hr	120.00
	AFO Call to Hacienda's counsel re signing proposed stipulated protective order	0.10 600.00/hr	60.00
	AFO Draft report re stipulated protective order	0.30 600.00/hr	180.00
6/25/2010	AFO Prepare for oral argument re motion to compel discovery from County	1.00 600.00/hr	600.00
	AFO Continue to prepare for oral argument re motion to compel discovery from County	0.20 600.00/hr	120.00
	AFO Continue to prepare for oral argument re motion to compel	0.50 600.00/hr	300.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/25/2010	AFO Moot for oral argument re motion to compel discovery	0.70 600.00/hr	420.00
	AFO Meeting with SLP re oral argument re motion to compel	0.50 600.00/hr	300.00
	SLP Meeting with AO re motion to compel	0.50 745.00/hr	372.50
6/29/2010	AFO Email to co-counsel re settlement statements	0.10 600.00/hr	60.00
	AFO Meeting with PDP and SLP re discovery and case strategy	1.30 600.00/hr	780.00
	AFO Prepare discovery plan	0.40 600.00/hr	240.00
	AFO Email to County re rescheduling 30b6 depo	0.10 600.00/hr	60.00
	SLP Meeting with AO, PDP and LCs re discovery plan, settlement, fees motion	1.30 745.00/hr	968.50
	CM Meeting with client at Men's Central	1.90 625.00/hr	1,187.50
	PDP Meeting with AO, SLP and clerks re discovery plan, settlement, fees motion	1.30 875.00/hr	1,137.50
6/30/2010	AFO Draft 30b6 depo notice to LACOE	0.40 600.00/hr	240.00
	AFO Meeting with law clerk re privilege log for County Request For Production of Documents	0.40 600.00/hr	240.00
	AFO Draft 30b6 depo notice to LAUSD	0.30 600.00/hr	180.00
	AFO Continue to draft 30b6 depo notice to LAUSD	0.20 600.00/hr	120.00
	AFO Draft 30b6 depo notice to Hacienda	0.20 600.00/hr	120.00
	AFO Draft notice of site inspection	0.30 600.00/hr	180.00
	AFO Meeting with law clerk re indexing documents produced by LACOE	0.30 600.00/hr	180.00

**CONFIDENTIAL: FOR SETTLEMENT PURPOSES ONLY**

			<u>Hrs/Rate</u>	<u>Amount</u>
6/30/2010	AFO	Receive and review County motion for reconsideration on motion to compel	0.40 600.00/hr	240.00
	LC	Meeting with AO re indexing documents produced by LACOE	0.30 250.00/hr	75.00
	LC	Meeting with AO re privilege log for County Request For Production of Documents	0.40 250.00/hr	100.00
7/1/2010	AFO	Receive and review chart summarizing Defendants' responses to settlement points	0.20 600.00/hr	120.00
	AFO	Draft outline for opposition to motion for reconsideration	0.10 600.00/hr	60.00
	AFO	Continue to draft outline of opposition to County's motion for reconsideration	0.30 600.00/hr	180.00
	AFO	Research re standard of review on motion for reconsideration	0.80 600.00/hr	480.00
7/2/2010	AFO	Email to county re scheduling meet and confer	0.10 600.00/hr	60.00
	AFO	Review County draft stipulation extending time to produce documents	0.10 600.00/hr	60.00
	SLP	Receive and review draft 30b6 notices, edits to same	0.30 745.00/hr	223.50
	SLP	Telephone conference with AO re 30b6 notices, undue burden defense	0.40 745.00/hr	298.00
	SLP	Receive and review draft 30b6 notices, edits to same	0.10 745.00/hr	74.50
	AFO	Review and revise LACOE 30b6 depo notice	0.30 600.00/hr	180.00
	AFO	Review and revise LAUSD 30b6 depop notice	0.30 600.00/hr	180.00
	AFO	Review and revise Hacienda 30b6 depo notice	0.30 600.00/hr	180.00
	AFO	Telephone conference with SLP re 30b6 notices, undue burden defense	0.40 600.00/hr	240.00
7/7/2010	AFO	Draft responses to Defendants' settlement points	0.90 600.00/hr	540.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/7/2010	AFO Meeting with PDP and SLP re settlement meet and confer	1.40 600.00/hr	840.00
	AFO Meet and confer with County counsel re motion for reconsideration	0.20 600.00/hr	120.00
	SLP Meeting with PDP, AO and clerks re settlement responses	1.40 745.00/hr	1,043.00
	PDP Meeting with SLP, AO and clerks re settlement responses	1.40 875.00/hr	1,225.00
7/8/2010	AFO Draft email confirming meet and confer discussions re Motion for Reconsideration	0.50 600.00/hr	300.00
	LC Attending meeting with AO, PDP, and SLP regarding settlement	1.00 250.00/hr	250.00
7/9/2010	AFO Research re motion to compel and discovery in context of inadmissibility objection	1.30 600.00/hr	780.00
7/11/2010	AFO Draft opposition to County motion for reconsideration	6.00 600.00/hr	3,600.00
	AFO Review and revise opposition to county motion for reconsideration	1.10 600.00/hr	660.00
7/12/2010	AFO Meeting with law clerk re research for oppo to motion for reconsideration	0.10 600.00/hr	60.00
	AFO Meeting with SLP and CM re possible retaliation against client	0.20 600.00/hr	120.00
	CM Telephone conference with client's mother re: school	0.20 625.00/hr	125.00
	CM Memo to file re call with Y.Fuentes	0.20 625.00/hr	125.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Meeting with client	1.30 600.00/hr	780.00
	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Research re ex parte motions	0.40 600.00/hr	240.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/12/2010	LC Conference with PDP, SLP, and AO regarding upcoming settlement conference. DE	1.00 250.00/hr	250.00
	LC Draft joint status report. BA	2.50 250.00/hr	625.00
	EF Travel time to and from LACJ with AO for meeting with Client M. Garcia	1.90 525.00/hr	997.50
	SLP Meeting with AO and CM re possible retaliation against client	0.20 745.00/hr	149.00
	CM Meeting with AO and SLP re possible retaliation against client	0.20 625.00/hr	125.00
7/13/2010	AFO Draft opposition to county ex parte application for a stay	4.20 600.00/hr	2,520.00
	AFO Draft declaration in support of opposition to county ex parte application for a stay	0.80 600.00/hr	480.00
	AFO Prepare materials for settlement meet and confer	0.20 600.00/hr	120.00
7/14/2010	SLP Edit opposition to County's ex parte application	1.10 745.00/hr	819.50
	SLP Edit/finalize opposition to County's ex parte application	0.40 745.00/hr	298.00
	AFO Travel to settlement meet and confer	0.10 600.00/hr	60.00
	AFO Meeting with co-counsel re settlement meet and confer	0.50 600.00/hr	300.00
	AFO Attend settlement meet and confer with Defendants	2.70 600.00/hr	1,620.00
	AFO Travel to LACJ	0.20 600.00/hr	120.00
	AFO Meeting with client	2.00 600.00/hr	1,200.00
	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Confer with SLP and EF re visit with client	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/14/2010	SLP Confer with AO and EF re visit with client	0.20 745.00/hr	149.00
	EF Confer with AO and SLP re visit with MG	0.20 525.00/hr	105.00
7/15/2010	AFO Draft memo re July 14 visit with client	0.70 600.00/hr	420.00
	AFO Review and revise opposition to County motion for reconsideration	2.00 600.00/hr	1,200.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Meeting with client	0.80 600.00/hr	480.00
	CM Telephone conference with Y.Fuentes re: issues with client's school	0.10 625.00/hr	62.50
7/16/2010	AFO Email to team re client not going to school	0.20 600.00/hr	120.00
	SLP E-mail to opp counsel re issues to client	0.40 745.00/hr	298.00
	AFO Call with Justin Clark re County document production	0.30 600.00/hr	180.00
	AFO Confer with SLP re County document production and retaliation	0.70 600.00/hr	420.00
	AFO Fill in declaration cites in opposition to County motion for reconsideration	0.30 600.00/hr	180.00
	LC Attend meet and confer conference at Milbanks office.	3.00 250.00/hr	750.00
	SLP Confer with AO re County document production and retaliation	0.70 745.00/hr	521.50
7/18/2010	SLP Receive and review draft opposition to motion for reconsideration, edits to same	1.60 745.00/hr	1,192.00
7/19/2010	AFO Review and revise opposition to County motion for reconsideration	1.40 600.00/hr	840.00
	AFO Continue to review and revise opposition to County motion for reconsideration	0.20 600.00/hr	120.00



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			<u>Hrs/Rate</u>	<u>Amount</u>
7/19/2010	SLP	Meeting with AO, PDP and Law clerks re settlement discussions, report to court, next meeting	0.60 745.00/hr	447.00
	LC	Conference with PDP, AO, and SP for meet and confer about draftng email. DE	1.00 250.00/hr	250.00
	LC	Drafting Email to Justin Clark regarding getting more information on the 4,081 inmates between 18-22 who are eligible for special education. DE	0.30 250.00/hr	75.00
	LC	Draft Joint Report KK	2.50 250.00/hr	625.00
	AFO	Review documents produced by County	1.00 600.00/hr	600.00
	AFO	Meeting with PDP, SLP and law clerks re next steps in settlement	0.60 600.00/hr	360.00
	AFO	Travel to jail and attempt to meet with client (attorney room closed)	0.40 600.00/hr	240.00
	PDP	Meeting with AO, SLP and law clerks re next steps in settlement	0.60 875.00/hr	525.00
7/20/2010	AFO	Travel to jail and attempt to meet with client (attorney room closed)	0.30 600.00/hr	180.00
	AFO	Review and revise law clerk draft joint status report re settlement	0.90 600.00/hr	540.00
	AFO	Draft email to counsel in advance of continued settlement conference	0.70 600.00/hr	420.00
7/21/2010	AFO	Travel time to jail and attempt to meet with client (attorney room closed due to lockdown)	0.40 600.00/hr	240.00
	AFO	Review co-counsel's revisions to joint status report re settlement conference	0.10 600.00/hr	60.00
7/22/2010	AFO	Meeting with law clerk re drafting agenda for July 23 meet and confer	0.10 600.00/hr	60.00
	AFO	Draft amended County 30b6 depo notice	0.20 600.00/hr	120.00
	LC	Meeting with AFO re drafting agenda for July 23 meet and confer	0.10 250.00/hr	25.00
7/23/2010	AFO	Review County's supplemental production	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/23/2010	AFO Attend settlement meeting	2.30 600.00/hr	1,380.00
	AFO Meeting with law clerks re drafting confidential report re settlement	0.20 600.00/hr	120.00
	AFO Receive and review CDE motion for judgment on the pleadings	0.40 600.00/hr	240.00
	SLP Telephone conference with AO re potential monitor	0.10 745.00/hr	74.50
	AFO Research re local education agency to sue State re IDEA violations	0.50 600.00/hr	300.00
	PDP Attend settlement meeting	2.30 875.00/hr	2,012.50
	AFO Telephone conference with SLP re potential monitor	0.10 600.00/hr	60.00
	LC Meeting with AFO re drafting confidential report re settlement	0.20 250.00/hr	50.00
7/24/2010	AFO Review and revise law clerks' draft confidential statement re settlement	0.60 600.00/hr	360.00
7/26/2010	AFO Research re LAUSD cross-claim against CDE	0.20 600.00/hr	120.00
	AFO Review and revise joint report re settlement	0.20 600.00/hr	120.00
7/27/2010	AFO Call with co-counsel re CDE's interrogatories and RFPs	0.10 600.00/hr	60.00
	AFO Left message for LACOE counsel re 30b6 depo	0.10 600.00/hr	60.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Meeting with client	2.00 600.00/hr	1,200.00
	AFO Travel from LACJ	0.20 600.00/hr	120.00
	LC Review documents to determine whether responsive KK	4.00 250.00/hr	1,000.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/28/2010	AFO Left message for County counsel re retaliation	0.10 600.00/hr	60.00
	AFO Email to County counsel re retaliation	0.40 600.00/hr	240.00
	AFO Email to team re client meeting on 7/27	0.20 600.00/hr	120.00
	AFO Prepare for LACOE 30b6 depo	0.70 600.00/hr	420.00
	AFO Email to County counsel re client in solitary	0.10 600.00/hr	60.00
	AFO Continue to prepare for LACOE 30b6 depo	0.40 600.00/hr	240.00
	AFO Draft responses to CDE interrogatories	0.50 600.00/hr	300.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Meeting with client re schoolwork and solitary	1.80 600.00/hr	1,080.00
	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Meeting with PDP re possible settlement with HLPUSD	0.40 600.00/hr	240.00
	AFO Meet and confer with HLPUSD's counsel re motion for summary judgment	0.20 600.00/hr	120.00
	AFO Email to co-counsel re possible settlement with HLPUSD	0.20 600.00/hr	120.00
	LC Review documents and create privilege log. KK	4.00 250.00/hr	1,000.00
	PDP Meeting with AO re possible settlement with HLPUSD	0.40 875.00/hr	350.00
7/29/2010	AFO Travel to client's sentencing hearing	0.20 600.00/hr	120.00
	AFO Attend client's sentencing hearing	2.00 600.00/hr	1,200.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
7/29/2010	AFO Travel from client's sentencing hearing	0.20 600.00/hr	120.00
	AFO Left message for County counsel re client in solitary	0.10 600.00/hr	60.00
	AFO Email to County counsel re production of documents	0.20 600.00/hr	120.00
	AFO Review records produced by LACOE	0.50 600.00/hr	300.00
	AFO Email to CDE counsel deposition notices and CDE's objection	0.10 600.00/hr	60.00
	AFO Email to County counsel re retaliation	0.10 600.00/hr	60.00
	AFO Email to LACOE counsel re 30b6 deposition	0.10 600.00/hr	60.00
7/30/2010	SLP Telephone conference with PDP re settlement strategy	0.30 745.00/hr	223.50
	EF Meeting with client at LACJ re: getting out of solitary, school	2.70 525.00/hr	1,417.50
	EF Email to AO re client visit	0.10 525.00/hr	52.50
	PDP Telephone conference with SLP re settlement strategy	0.30 875.00/hr	262.50
8/2/2010	AFO Continue to prepare for LACOE 30b6 depo	0.40 600.00/hr	240.00
	AFO Continue to prepare for LACOE 30b6 depo	0.40 600.00/hr	240.00
	AFO Continue to prepare for LACOE 30b6 deposition	0.30 600.00/hr	180.00
	AFO Confer with SLP re LACOE 30b6 depo	0.10 600.00/hr	60.00
	SLP Confer with AO re LACOE 30b6 depo	0.10 745.00/hr	74.50
8/4/2010	AFO Email to team re responses to CDE interrogatories	0.10 600.00/hr	60.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/4/2010	AFO Review and revise responses to CDE interrogatories	1.00 600.00/hr	600.00
	AFO Call to HLPUSD counsel re terminating contract	0.10 600.00/hr	60.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Meeting with client	0.80 600.00/hr	480.00
	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Receive and review County objections to 30b6 deposition	0.20 600.00/hr	120.00
8/5/2010	AFO Revise responses to CDE interrogatories	0.20 600.00/hr	120.00
	AFO Call with co-counsel re CDE Request For Production of Documents	0.10 600.00/hr	60.00
	AFO Draft meet and confer letter re depo objections and production to County and LASD counsel	0.30 600.00/hr	180.00
	AFO Call with HLPUSD counsel re contract termination and settlement	0.40 600.00/hr	240.00
	AFO Email to team re HLPUSD call and possible settlement	0.20 600.00/hr	120.00
	AFO Continue to draft meet and confer letter to County re contempt motion and 30b6 depo notice.	1.00 600.00/hr	600.00
	AFO Call with HLPUSD counsel re settlement	0.30 600.00/hr	180.00
	AFO Review and revise meet and confer letter to County / LASD re depo and production of documents	0.10 600.00/hr	60.00
	AFO Draft email to HLPUSD with settlement terms	0.20 600.00/hr	120.00
8/9/2010	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Attempt to meet with client	0.80 600.00/hr	480.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/9/2010	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Call with client's mother re visit and transfer to prison	0.20 600.00/hr	120.00
	AFO Prepare for LACOE deposition	0.20 600.00/hr	120.00
	AFO Review and revise depo outline per SLP comments	0.20 600.00/hr	120.00
	AFO Prepare exhibits for LACOE deposition	0.20 600.00/hr	120.00
	AFO Confer with SLP re LACOE depo	0.20 600.00/hr	120.00
	SLP Confer with AO re LACOE depo	0.20 745.00/hr	149.00
8/10/2010	AFO Review and revise demand letter re education provider in LACJ	0.50 600.00/hr	300.00
	AFO Review depo outline	0.30 600.00/hr	180.00
	AFO Attend LACOE 30b6 deposition	3.00 600.00/hr	1,800.00
	SLP Attend LACOE 30b6 depo	3.00 745.00/hr	2,235.00
8/11/2010	AFO Travel to LACJ for client meeting	0.30 600.00/hr	180.00
	AFO Meeting with client	1.50 600.00/hr	900.00
	AFO Travel from LACJ for client meeting	0.30 600.00/hr	180.00
	AFO Review and revise responses to CDE Request For Production of Documents	0.20 600.00/hr	120.00
	AFO Review documents for CDE production and supplemental County production	1.00 600.00/hr	600.00
	AFO Draft privilege logs	1.00 600.00/hr	600.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/11/2010	AFO Confer with co-counsel re production to CDE	0.50 600.00/hr	300.00
8/12/2010	AFO Email to LASD counsel re scheduling 30b6 depo	0.10 600.00/hr	60.00
	AFO Email to LASD counsel and CDE counsel re scheduling LASD deposition	0.70 600.00/hr	420.00
	AFO Meeting with SLP re next steps	0.50 600.00/hr	300.00
	AFO Call with co-counsel re privilege logs	0.10 600.00/hr	60.00
	AFO Review and revise meet and confer letter to LASD and County	0.40 600.00/hr	240.00
	AFO Call with co-counsel re next steps	0.80 600.00/hr	480.00
	AFO Draft email re renoticed LASD depo	0.30 600.00/hr	180.00
	AFO Revise demand letter to HLPUSD and County per PDP comments	0.60 600.00/hr	360.00
	SLP Meeting with AO re next steps	0.50 745.00/hr	372.50
8/13/2010	AFO Email to County counsel re document production	0.20 600.00/hr	120.00
8/16/2010	AFO Email to County counsel re document production	0.10 600.00/hr	60.00
	AFO Travel to LACJ for client meeting	0.30 600.00/hr	180.00
	AFO Travel from LACJ for client meeting	0.30 600.00/hr	180.00
	AFO Review and revise demand letter to HLPUSD	0.20 600.00/hr	120.00
	AFO Review documents from County production	0.50 600.00/hr	300.00
	AFO Continue to review County production	1.30 600.00/hr	780.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
8/16/2010	AFO Call with co-counsel re preparation for CDE depos	0.10 600.00/hr	60.00
	AFO Email to County counsel re document production	0.20 600.00/hr	120.00
	AFO Continue to review documents produced by County	0.40 600.00/hr	240.00
8/17/2010	AFO Review document produced by County	0.30 600.00/hr	180.00
	AFO Confer with SLP re scheduling County depo	0.20 600.00/hr	120.00
	AFO Continue to review documents produced by the County	1.10 600.00/hr	660.00
	AFO Continue to review documents produced by County	0.30 600.00/hr	180.00
	AFO Travel to LACJ	0.30 600.00/hr	180.00
	AFO Client meeting	2.00 600.00/hr	1,200.00
	AFO Travel from LACJ	0.30 600.00/hr	180.00
	AFO Continue to review documents produced by County	1.70 600.00/hr	1,020.00
	AFO Draft proposed order granting ex parte application re compelling LASD deposition	1.00 600.00/hr	600.00
	AFO Review and revise ex parte application compelling LASD deposition	0.50 600.00/hr	300.00
	SLP Confer with AO re scheduling County depo	0.20 745.00/hr	149.00
8/18/2010	AFO Attend CDE PMK Depo	6.00 600.00/hr	3,600.00
	AFO Working lunch with co-counsel re CDE depos	1.00 600.00/hr	600.00
	AFO Draft ex parte application re compelling LASD depo	3.00 600.00/hr	1,800.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/18/2010	AFO Draft declaration in support of ex parte application compelling LASD depo	1.00 600.00/hr	600.00
8/19/2010	AFO Review and revise ex parte app per SLP's comments	2.80 600.00/hr	1,680.00
	AFO Review and revise declaration in support of ex parte application	1.00 600.00/hr	600.00
	AFO Review and revise proposed order granting ex parte application	0.50 600.00/hr	300.00
	AFO Draft depo notice for Bill Elkins	0.10 600.00/hr	60.00
	AFO Draft depo notice for Christina Baker	0.10 600.00/hr	60.00
	AFO Draft cover letter re depo notice of Bill Elkins	0.10 600.00/hr	60.00
	AFO Draft cover letter re depo notice of Christina Baker	0.10 600.00/hr	60.00
	AFO Draft outline for LASD 30b6 depo	0.70 600.00/hr	420.00
8/20/2010	AFO Call with County counsel re ex parte application	0.10 600.00/hr	60.00
	AFO Receive and review opposition to ex parte application	0.30 600.00/hr	180.00
	AFO Draft reply in support of ex parte application	0.90 600.00/hr	540.00
	AFO Prepare for LASD 30b6 depo	1.30 600.00/hr	780.00
8/21/2010	AFO Review and revise ex parte reply	0.50 600.00/hr	300.00
	AFO Prepare for LASD 30b6 depo	1.00 600.00/hr	600.00
8/22/2010	AFO Continue to prepare for LASD 30b6 depo	1.00 600.00/hr	600.00
	AFO Review and revise ex parte reply per SLP comments	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/23/2010	AFO Continue to prepare for LASD 30b6 depo	1.20 600.00/hr	720.00
	AFO Continue to prepare for LASD 30b6 depo	0.20 600.00/hr	120.00
	AFO Prepare exhibits for LASD 30b6 depo	0.20 600.00/hr	120.00
	SLP Edit depo outlines for LASD 30b6	1.10 745.00/hr	819.50
	SLP Edit 30b6 depo outline for LASD	0.30 745.00/hr	223.50
8/24/2010	AFO Prepare for LASD 30b6 depo	1.00 600.00/hr	600.00
	AFO Attend LASD 30b6 depo	3.50 600.00/hr	2,100.00
	SLP Attend LASD depo	3.50 745.00/hr	2,607.50
8/26/2010	SLP Meeting with PDP re claims in case, discovery needed	0.50 745.00/hr	372.50
	SLP E-mail to lit team re claims in case, discovery	0.40 745.00/hr	298.00
	PDP Meeting with SLP re claims in case, discovery needed	0.50 875.00/hr	437.50
8/30/2010	AFO Review draft discovery	1.80 600.00/hr	1,080.00
	AFO Draft letter with PDP to Defendants re settlement and expert discovery	1.00 600.00/hr	600.00
	PDP Draft letter with AFO to Defendants re settlement and expert discovery	1.00 875.00/hr	875.00
	AFO Draft joint stipulation re expert discovery	0.60 600.00/hr	360.00
8/31/2010	AFO Receive and review letter re Bill Elkins depo	0.10 600.00/hr	60.00
	AFO Email to co-counsel re responding to HLPUSD and LAUSD discovery	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2010	AFO Confer with PDP and SLP re expert discovery	0.30 600.00/hr	180.00
	AFO Email to LAUSD counsel re expert discovery extension	0.10 600.00/hr	60.00
	EF Conference with client	1.90 525.00/hr	997.50
	SLP Confer with PDP and AO re expert discovery	0.30 745.00/hr	223.50
	PDP Confer with SLP and AO re expert discovery	0.30 875.00/hr	262.50
9/2/2010	AFO Left message for County counsel re expert discovery extension	0.10 600.00/hr	60.00
	AFO Call with HLPUSD counsel re extending expert discovery	0.10 600.00/hr	60.00
	AFO Email to County counsel re extending expert discovery	0.10 600.00/hr	60.00
	AFO Revise joint stipulation extending expert discovery	0.10 600.00/hr	60.00
	AFO Email to County counsel re ex parte applications	0.20 600.00/hr	120.00
9/3/2010	AFO Call with HLPUSD's counsel re settlement	1.40 600.00/hr	840.00
	AFO Call with expert	1.20 600.00/hr	720.00
9/5/2010	AFO Review and revise confidential settlement conference statement	0.20 600.00/hr	120.00
9/6/2010	AFO Review documents produced by County	2.50 600.00/hr	1,500.00
	AFO Prepare for Ibelle deposition	0.60 600.00/hr	360.00
9/7/2010	EF Conference with client	2.00 525.00/hr	1,050.00
9/8/2010	AFO Meeting with co-counsel re Ibelle depo	0.90 600.00/hr	540.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/16/2010	AFO Meeting with PDP and EF re client's preparation for deposition	0.30 600.00/hr	180.00
	AFO Left message for HLPUSD's counsel re 30b6 deposition	0.10 600.00/hr	60.00
	AFO Draft HLPUSD's 30b6 depo outline	1.20 600.00/hr	720.00
	AFO Continue to draft HLPUSD's 30b6 depo outline	1.10 600.00/hr	660.00
	AFO Email to team re task list	0.20 600.00/hr	120.00
	AFO Review documents for HLPUSD's 30b6 depo	0.30 600.00/hr	180.00
	EF Meeting with PDP and AO re client's preparation for deposition	0.20 525.00/hr	105.00
	PDP Meeting with AO and EF re client's preparation for deposition	0.20 875.00/hr	175.00
9/17/2010	AFO Review and revise responses to LAUSD Request For Production of Documents	0.20 600.00/hr	120.00
9/19/2010	AFO Review and revise responses to HLPUSD interrogatories	0.20 600.00/hr	120.00
	AFO Review and revise responses to LAUSD interrogatories	0.20 600.00/hr	120.00
9/20/2010	AFO Left message for Jack Clarke re HLPUSD's 30b6 depo	0.10 600.00/hr	60.00
	AFO Call with Jack Clarke re HLPUSD's deposition topics	0.30 600.00/hr	180.00
	SLP Meeting with AO re expert report, discovery, client's deposition	0.40 745.00/hr	298.00
	AFO Draft responses to HLPUSD's interrogatories	0.30 600.00/hr	180.00
	SLP Meeting with AO re discovery, site visit	0.40 745.00/hr	298.00
	AFO Meeting with SLP re expert report, discovery, client's deposition	0.40 600.00/hr	240.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/21/2010	AFO Review supplemental production from County for HLPUSD's deposition	0.40 600.00/hr	240.00
	AFO Prepare documents and notes for PDP and EF to prep client for deposition	0.30 600.00/hr	180.00
	AFO Review and revise depo outline for HLPUSD's 30b6 depo	0.40 600.00/hr	240.00
	AFO Prepare documents for HLPUSD's 30b6 depo outline	0.30 600.00/hr	180.00
	AFO Meeting with PDP and EF re client's preparation for deposition	0.40 600.00/hr	240.00
	AFO Meeting with EF re client's preparation for deposition	0.30 600.00/hr	180.00
	EF Meeting with PDP and AO re client's preparation for deposition	0.40 525.00/hr	210.00
	EF Meeting with AO re Michael Garcia depo prep	0.30 525.00/hr	157.50
	PDP Meeting with EF and AO re client's preparation for deposition	0.40 875.00/hr	350.00
9/22/2010	AFO Attend HLPUSD 30b6 deposition	2.50 600.00/hr	1,500.00
	EF Travel time to Chino prison	0.80 525.00/hr	420.00
	EF Travel time from Chino prison to DRLC office	0.80 525.00/hr	420.00
	EF Meeting with client for deposition preparation	2.40 525.00/hr	1,260.00
	PDP Travel time to Chino prison	0.80 875.00/hr	700.00
	PDP Travel time from Chino prison to DRLC office	0.80 875.00/hr	700.00
	PDP Meeting with client for deposition preparation	2.40 875.00/hr	2,100.00
9/23/2010	AFO Email to Justin Clark re client's deposition	0.10 600.00/hr	60.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/27/2010	AFO Review County supplemental production	0.10 600.00/hr	60.00
	AFO Review corrections to Kim Hopko deposition	0.10 600.00/hr	60.00
	AFO Call with co-counsel re moving to compel site inspection	0.20 600.00/hr	120.00
	PDP Travel time from office to Chino for Deposition.	1.00 875.00/hr	875.00
	PDP Travel time from Chino to Office back from Deposition.	1.30 875.00/hr	1,137.50
	PDP Attended client's deposition (defended)	3.80 875.00/hr	3,325.00
	EF Telephone conference with Y.Fuentes	0.10 525.00/hr	52.50
	EF Travel time to Chino Prison	1.00 525.00/hr	525.00
	EF Travel time from Chino to LA office	1.30 525.00/hr	682.50
	EF Attend client's deposition	3.80 525.00/hr	1,995.00
9/28/2010	AFO Call with co-counsel re site inspection meet and confer	0.10 600.00/hr	60.00
	EF Telephone conference with Y.Fuentes re: client's deposition	0.10 525.00/hr	52.50
9/29/2010	AFO Draft deposition outline for Bill Elkins' deposition	0.40 600.00/hr	240.00
	AFO Continue to draft outline for Bill Elkins' deposition	0.50 600.00/hr	300.00
	AFO Continue to review Hopko depo transcript in preparation for Bill Elkins' deposition	0.50 600.00/hr	300.00
9/30/2010	AFO Bill Elkins' deposition	1.00 600.00/hr	600.00
	AFO Travel from Bill Elkins' deposition	0.20 600.00/hr	120.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
9/30/2010	AFO Receive and review letter from client	0.10 600.00/hr	60.00
	AFO Meeting with law clerk re research re CDE's liability for summary judgment motion	0.10 600.00/hr	60.00
10/4/2010	AFO Research re summary judgment	0.80 600.00/hr	480.00
	AFO Meeting with PDP and SLP re summary judgment motion	0.70 600.00/hr	420.00
	SLP Meeting with PDP and AO re summary judgment motion	0.70 745.00/hr	521.50
	PDP Meeting with AO and SLP re summary judgment motion	0.70 875.00/hr	612.50
10/5/2010	AFO Call with expert re her report	1.20 600.00/hr	720.00
	SLP Telephone conference with expert and co-counsel re report	1.20 745.00/hr	894.00
	AFO Review draft expert report	0.50 600.00/hr	300.00
	AFO Draft letter to CIM requesting legal call with client	0.20 600.00/hr	120.00
10/6/2010	AFO Review draft expert report	0.60 600.00/hr	360.00
10/7/2010	AFO Continue reviewing draft expert report	1.30 600.00/hr	780.00
	AFO Call with expert	1.70 600.00/hr	1,020.00
10/8/2010	AFO Draft meet and confer letter to Defendants re summary judgment motion	0.70 600.00/hr	420.00
	AFO Continue to draft meet and confer letter for summary judgment motion	1.00 600.00/hr	600.00
10/12/2010	AFO Call with client	0.30 600.00/hr	180.00
	AFO Continue to draft meet and confer letter for summary judgment motion	0.80 600.00/hr	480.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
10/12/2010	AFO Email to law clerk re research re LACOE liability under IDEA for failure to provide services	0.10 600.00/hr	60.00
10/14/2010	SLP Review draft meet and confer letter re summary judgment motion, edits to same	0.50 745.00/hr	372.50
	AFO Edit meet and confer letter re summary judgment motion	0.40 600.00/hr	240.00
	AFO Research re CDE's liability for IDEA violations	0.40 600.00/hr	240.00
10/15/2010	AFO Draft letter to client enclosing legal documents	0.30 600.00/hr	180.00
	AFO Research re CDE liability for IDEA violations	0.40 600.00/hr	240.00
	AFO Research re CDE liability under IDEA	1.40 600.00/hr	840.00
10/18/2010	SLP Meeting with AO re summary judgment motion	0.30 745.00/hr	223.50
	AFO Continue to research re CDE liability under IDEA	0.40 600.00/hr	240.00
	AFO Research re LASD liability under IDEA	0.30 600.00/hr	180.00
	EF Email to R.Enriquez re: client's transcript review	0.10 525.00/hr	52.50
	AFO Meeting with SLP re summary judgment motion	0.30 600.00/hr	180.00
10/19/2010	AFO Call with co-counsel re summary judgment motion meet and confer and motion to preclude non-retained experts	0.30 600.00/hr	180.00
	AFO Email to co-counsel re Defendants' expert designations	0.20 600.00/hr	120.00
10/21/2010	SLP Meeting with AO re summary judgment motion meet and confer	0.30 745.00/hr	223.50
	AFO Meet and confer re cross motions for summary judgment	1.00 600.00/hr	600.00
	AFO Prepare for meet and confer re summary judgement	0.60 600.00/hr	360.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
10/21/2010	AFO Call with co-counsel re meet and confer for summary judgment	0.20 600.00/hr	120.00
	AFO Meeting with SLP resummary judgment motion meet and confer	0.30 600.00/hr	180.00
10/22/2010	AFO Review meet and confer letters re Defendants' deficient expert disclosures	0.30 600.00/hr	180.00
10/26/2010	EF Telephone conference with Chino prison re: visit	0.20 525.00/hr	105.00
	EF Telephone conference with client's mother re: updates on client	0.20 525.00/hr	105.00
	EF Travel time to Chino prison	0.80 525.00/hr	420.00
	EF Travel time to DRLC office from Chino prison	0.90 525.00/hr	472.50
	EF Deposition transcript review with client	1.50 525.00/hr	787.50
10/28/2010	SLP E-mail to co-counsel re outstanding issues, summary judgment motion outline and schedule, settlement, HLPUSD contract	0.30 745.00/hr	223.50
11/3/2010	AFO Review and revise stipulation re briefing schedule for motions for summary judgment	0.10 600.00/hr	60.00
	AFO Email co-counsel re briefing schedule for motions for summary judgment	0.10 600.00/hr	60.00
	AFO Call to community members re eligible individuals not receiving services in LACJ	0.10 600.00/hr	60.00
	AFO Call with Mental Health Advocacy & Services re individual not receiving services in LACJ	0.10 600.00/hr	60.00
	AFO Call with educational advocate re individual not receiving services in LACJ	0.50 600.00/hr	300.00
	AFO Calls to interested community members	0.40 600.00/hr	240.00
	AFO Call to interested community members	0.10 600.00/hr	60.00
	AFO Calls with interested community members	0.20 600.00/hr	120.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/4/2010	AFO Email to District re finalizing settlement	0.10 600.00/hr	60.00
	AFO Email to co-counsel re summary judgment motion	0.10 600.00/hr	60.00
	AFO Draft summary judgment motion section re CDE liability for failure to monitor	0.80 600.00/hr	480.00
	AFO Continue to draft summary judgment motion re CDE liability	0.60 600.00/hr	360.00
	AFO Draft instructions to associate attorneys re taking declarations in LACJ	1.20 600.00/hr	720.00
	SLP Meeting with AO re summary judgment motion, status report to court, settlement	0.40 745.00/hr	298.00
	AFO Meeting with SLP re summary judgment motion, status report to court, settlement	0.40 600.00/hr	240.00
11/5/2010	AFO Call to community members re transfer of students from juvenile halls to LACJ	0.10 600.00/hr	60.00
	AFO Call with co-counsel re taking declarations in the LACJ	0.50 600.00/hr	300.00
	AFO Research re CDE liability under IDEA	1.20 600.00/hr	720.00
	AFO Telephone conference with co-counsel re MSJ	0.90 600.00/hr	540.00
	AFO Draft summary judgment portion re CDE liability under IDEA	1.10 600.00/hr	660.00
	AFO Research re CDE liability under IDEA	0.80 600.00/hr	480.00
	SLP Telephone conference with co-counsel re summary judgment motion, settlement, declarations	0.90 745.00/hr	670.50
11/7/2010	AFO Draft outline of legal arguments for summary judgment motion	0.70 600.00/hr	420.00
	AFO Research re County and LASD liability under Cal. Ed. Code	0.50 600.00/hr	300.00
	AFO Research re violation of state law is a per se violation of IDEA	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/7/2010	AFO Research re LACOE liability under IDEA	1.20 600.00/hr	720.00
	AFO Research re County liability under Cal. Ed. Code	0.30 600.00/hr	180.00
	AFO Research re liability of County and Hacienda under ADA and Section 504	0.70 600.00/hr	420.00
	AFO Research re failure to act as discrimination under ADA and Section 504	0.80 600.00/hr	480.00
11/8/2010	AFO Meeting with law clerks re drafting Adriana Barraza De La Cruz Jimenez decl	0.20 600.00/hr	120.00
	AFO Research re CDE ultimate responsibility and liability under IDEA	0.60 600.00/hr	360.00
	AFO Research re legislative history of IDEA on state agency responsibility and liability	0.30 600.00/hr	180.00
	AFO Draft summary judgment motion section re overview of IDEA	1.10 600.00/hr	660.00
	AFO Draft and revise summary judgment motion section re CDE IDEA liability	0.20 600.00/hr	120.00
11/9/2010	AFO Review and revise summary judgment motion section re IDEA overview	0.30 600.00/hr	180.00
	AFO Research re State Education Agency liability under IDEA	1.00 600.00/hr	600.00
	AFO Draft summary judgment motion legal argument re CDE failure to monitor	1.30 600.00/hr	780.00
	AFO Draft legal argument re CDE liability for failure to provide direct services	0.80 600.00/hr	480.00
	AFO Continue to draft summary judgment motion re CDE liability for failing to provide services	0.50 600.00/hr	300.00
	AFO Revise Adriana De La Cruz Jimenez declaration	0.30 600.00/hr	180.00
	AFO Email to LASD counsel re producing recent special ed questionnaires	0.10 600.00/hr	60.00
	AFO Call with co-counsel re extending rebuttal deadline of expert report for County defendants	0.10 600.00/hr	60.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/9/2010	AFO	Review and revise summary judgment motion section re CDE liability for failure to monitor	0.20 600.00/hr	120.00
	LC	Draft De La Cruz declaration	1.00 250.00/hr	250.00
11/10/2010	AFO	Draft section of summary judgment motion re LAUSD liability under IDEA	0.40 600.00/hr	240.00
	AFO	Draft summary judgment motion section re County and Hacienda IDEA liability	0.20 600.00/hr	120.00
	AFO	Draft summary judgment motion section re County and Hacienda liability	0.80 600.00/hr	480.00
	AFO	Review and revise summary judgment motion section re County and HLPUSD liability	0.30 600.00/hr	180.00
	AFO	Draft summary judgment motion section re LACOE liability under IDEA	0.60 600.00/hr	360.00
	AFO	Review and revise summary judgment motion section re LACOE liability under IDEA	0.30 600.00/hr	180.00
	AFO	Meeting with law clerk re research re voluntary cessation and HLPUSD liability	0.20 600.00/hr	120.00
	AFO	Draft summary judgment motion section re ADA and Section 504 liability	0.80 600.00/hr	480.00
	AFO	Review and revise summary judgment motion legal argument	0.60 600.00/hr	360.00
	EF	Travel time to LACJ from DRLC office	0.40 525.00/hr	210.00
	LC	Meeting with AFO re research re voluntary cessation and HLPUSD liability	0.20 250.00/hr	50.00
11/11/2010	AFO	Interview with Debbie Pepaj re efforts to get services for student in LACJ	0.40 600.00/hr	240.00
	AFO	Telephone conference with volunteer attorneys re taking decls at LACJ	0.20 600.00/hr	120.00
	AFO	Draft MSJ section re ADA and Section 504 liability	1.10 600.00/hr	660.00
	AFO	Research re ADA and Section 504 liability for MSJ	0.80 600.00/hr	480.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2010	AFO Meeting with EF re Hernandez decl for MSJ	0.20 600.00/hr	120.00
	AFO Continue to research ADA and Section 504 liability for MSJ	0.50 600.00/hr	300.00
	AFO Continue to draft MSJ section re ADA and Section 504 liability	0.70 600.00/hr	420.00
	AFO Research re multiple agency liability under IDEA	0.50 600.00/hr	300.00
	EF Met with Guillermo Hernandez and took updated declaration	2.30 525.00/hr	1,207.50
11/12/2010	AFO Email to volunteer attorney re taking decls in LACJ	0.30 600.00/hr	180.00
	AFO Review and revise MSJ section re ADA and Section 504 liability	0.30 600.00/hr	180.00
	AFO Draft MSJ section re discriminatory methods of administration	0.30 600.00/hr	180.00
	AFO Receive and review County rebuttal expert witness designation	0.10 600.00/hr	60.00
	AFO Research re due process claims for MSJ	0.80 600.00/hr	480.00
	AFO Research re due process claims for MSJ	0.80 600.00/hr	480.00
	SLP e-mail to / from AO re ADA args in MSJ	0.20 745.00/hr	149.00
11/13/2010	AFO Draft MSJ section due process claims	1.50 600.00/hr	900.00
	AFO Research re MSJ and equal protection claims	0.60 600.00/hr	360.00
11/14/2010	AFO Draft MSJ section re California Constitution claim	0.80 600.00/hr	480.00
	AFO Research re California Constitution claim for MSJ	0.50 600.00/hr	300.00
	AFO Review selected depo excerpts for MSJ statement of facts	0.70 600.00/hr	420.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
11/15/2010	AFO Email to CDE re supplemental production	0.20 600.00/hr	120.00
	AFO Email to LAUSD re supplemental production	0.10 600.00/hr	60.00
	AFO Meeting with law clerk re research re rational basis review for MSJ	0.10 600.00/hr	60.00
	AFO Draft analysis section for MSJ re 504 and ADA	0.50 600.00/hr	300.00
	AFO Review analysis of IDEA claims	0.30 600.00/hr	180.00
	AFO Draft statement of facts for MSJ	2.00 600.00/hr	1,200.00
	AFO Continue to draft MSJ statement of facts	1.20 600.00/hr	720.00
	AFO Confer with PDP re organization of statement of facts for MSJ	0.70 600.00/hr	420.00
	EF Left message for Public Interest Attorney re: Garcia sheriff expert	0.10 525.00/hr	52.50
	EF Review sheriff rebuttal expert CV	0.10 525.00/hr	52.50
	PDP Confer with AO re organization of statement of facts for MSJ	0.70 875.00/hr	612.50
11/16/2010	AFO Continue to draft statement of facts	1.00 600.00/hr	600.00
	AFO Continue to draft statement of facts for MSJ	0.50 600.00/hr	300.00
	AFO Research re filing docs under seal	0.20 600.00/hr	120.00
	AFO Continue to draft statement of facts for MSJ	0.80 600.00/hr	480.00
	AFO Call with co-counsel re filing documents under seal	0.20 600.00/hr	120.00
	AFO Review and revise analysis re ADA and Section 504 claims	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2010	AFO Review and revise statement of facts for MSJ	0.30 600.00/hr	180.00
	AFO Review and revise MSJ	1.10 600.00/hr	660.00
	AFO Review and revise Adriana de la Cruz Jimenez decl	0.30 600.00/hr	180.00
	AFO Review and revise MSJ	1.00 600.00/hr	600.00
	AFO Review discovery for MSJ	0.40 600.00/hr	240.00
11/17/2010	AFO Review and revise MSJ	0.90 600.00/hr	540.00
	AFO Continue to review and revise MSJ	0.50 600.00/hr	300.00
	AFO Draft separate statement of facts	0.80 600.00/hr	480.00
	AFO Meeting with law clerk re case	0.50 600.00/hr	300.00
	SLP edit MSJ motion	1.60 745.00/hr	1,192.00
	AFO Meeting with PDP and SLP re MSJ	1.00 600.00/hr	600.00
	AFO Review and revise MSJ	2.50 600.00/hr	1,500.00
	SLP Meeting with PDP and AO re MSJ	1.00 745.00/hr	745.00
	PDP Meeting with SLP and AO re MSJ	1.00 875.00/hr	875.00
11/18/2010	SLP edit MSJ motion	1.30 745.00/hr	968.50
	SLP Meeting with PDP and AO re MSJ mtn	1.40 745.00/hr	1,043.00
	AFO Review and revise MSJ	4.20 600.00/hr	2,520.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/18/2010	AFO Prepare exhibits for declaration -- sheriff's letters, questionnaires to prove delay in providing special education	0.40 600.00/hr	240.00
	AFO Email to CDE re supplemental production	0.30 600.00/hr	180.00
	AFO Review and revise Pepaj decl	0.40 600.00/hr	240.00
	AFO Meeting with PDP and SLP re MSJ mtn	1.40 600.00/hr	840.00
	PDP Meeting with AO and SLP re MSJ mtn	1.40 875.00/hr	1,225.00
11/19/2010	AFO Call with co-counsel re MSJ next steps	0.30 600.00/hr	180.00
	AFO Review and revise MSJ	3.00 600.00/hr	1,800.00
	AFO Draft proposed statement of decision	0.70 600.00/hr	420.00
	SLP Receive and review draft MSJ and supporting papers, edits to same	1.70 745.00/hr	1,266.50
	SLP Meeting with AO re MSJ	0.40 745.00/hr	298.00
	AFO Meeting with SLP re MSJ	0.40 600.00/hr	240.00
	LC Draft Deborah Pepaj declaration	1.00 250.00/hr	250.00
11/20/2010	AFO Review and revise Oxman Decl. for MSJ	0.40 600.00/hr	240.00
	AFO Draft separate statement of facts	3.00 600.00/hr	1,800.00
11/21/2010	SLP Draft statement of decision	2.00 745.00/hr	1,490.00
	SLP edit MSJ (x2)	1.40 745.00/hr	1,043.00
	AFO Draft conclusions of law	1.10 600.00/hr	660.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/21/2010	AFO Review and revise Oxman decl for MSJ	0.60 600.00/hr	360.00
	AFO Review and revise MSJ brief	1.50 600.00/hr	900.00
	AFO Review and revise separate statement of facts	0.70 600.00/hr	420.00
	AFO Email with co-counsel re exhibits to Oxman decl for MSJ	0.30 600.00/hr	180.00
	AFO Review proposed statement of decision	0.20 600.00/hr	120.00
	AFO Revise separate statement of facts	0.20 600.00/hr	120.00
11/22/2010	AFO Final review of MSJ brief	0.60 600.00/hr	360.00
	AFO Final review of separate statement	0.70 600.00/hr	420.00
	AFO Review and revise statement of decision	0.60 600.00/hr	360.00
	AFO Draft RJN for MSJ	0.30 600.00/hr	180.00
	AFO Final review of Oxman Decl for MSJ	0.30 600.00/hr	180.00
	AFO Email with co-counsel re high security inmates' access to special education	0.20 600.00/hr	120.00
	AFO Dr. Young depo prep	4.50 600.00/hr	2,700.00
11/23/2010	AFO Attend Dr. Young's depo (including working lunch)	7.50 600.00/hr	4,500.00
	AFO Travel to and from Dr. Young depo	1.00 600.00/hr	600.00
11/28/2010	AFO Receive and review Defendants' motions for summary judgment	1.20 600.00/hr	720.00
11/29/2010	AFO Email to counsel re scheduling Dr. Price's depo	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/29/2010	AFO Draft letter to client re TABE results	0.20 600.00/hr	120.00
	AFO Research re third party subpoenas	0.20 600.00/hr	120.00
	AFO Meeting with law clerk re PLRA exhaustion research	0.30 600.00/hr	180.00
	AFO Call with co-counsel re oppositions to Defendants' MSJs	0.90 600.00/hr	540.00
	AFO Meeting with SLP re oppositions to MSJs	0.40 600.00/hr	240.00
	AFO Research re subpoenas to out of state experts	0.40 600.00/hr	240.00
	AFO Continue to research re collateral estoppel	0.70 600.00/hr	420.00
	SLP Receive and review cross mtns for summary judgment	0.70 745.00/hr	521.50
	SLP Meeting with AO re expert depo, msj oppos	0.40 745.00/hr	298.00
	SLP Meeting with PDP re MSJ mtns	0.40 745.00/hr	298.00
	PDP Meeting with SLP re MSJ mtns	0.40 875.00/hr	350.00
	LC Meeting with AFO re PLRA exhaustion research	0.30 250.00/hr	75.00
11/30/2010	AFO Meeting with SLP re summary judgment oppositions	0.30 600.00/hr	180.00
	AFO Research re contacting low level employees	0.90 600.00/hr	540.00
	AFO Call to community member re class members	0.10 600.00/hr	60.00
	AFO Continue research re collateral estoppel	0.50 600.00/hr	300.00
	AFO Continue research re collateral estoppel	0.40 600.00/hr	240.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/30/2010	AFO Call with community member re class members	0.30 600.00/hr	180.00
	AFO Confer with PDP re MSJ	0.20 600.00/hr	120.00
	SLP Meeting with AO re summary judgment oppositions	0.30 745.00/hr	223.50
	PDP Confer with AFO re MSJ	0.20 875.00/hr	175.00
12/1/2010	AFO Draft opposition to CDE MSJ re IDEA claim	1.10 600.00/hr	660.00
	SLP Meeting with AO re oppo to MSJs	0.40 745.00/hr	298.00
	AFO Continue research re collateral estoppel	1.00 600.00/hr	600.00
	AFO Continue to draft opposition to CDE MSJ re IDEA claims	2.40 600.00/hr	1,440.00
	AFO Call to County counsel re Ted Price depo	0.10 600.00/hr	60.00
	AFO Confer with SLP re collateral estoppel and OAH Feb 2009 order re CDE	0.40 600.00/hr	240.00
12/2/2010	AFO Continue to draft oppo to CDE MSJ re IDEA claims	0.70 600.00/hr	420.00
	AFO Meeting with law clerk re PLRA research	0.20 600.00/hr	120.00
	AFO Continue to draft opposition to CDE MSJ	0.60 600.00/hr	360.00
	AFO Research re number of depositions permitted	0.20 600.00/hr	120.00
	AFO Draft stipulation for Ted Price Depo	0.80 600.00/hr	480.00
	AFO Continue research re collateral estoppel and what constitutes final decision on the merits	1.50 600.00/hr	900.00
	AFO Receive and review law clerk research re PLRA	0.10 600.00/hr	60.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/2/2010	AFO Continue to draft oppo to CDE MSJ re IDEA claims	1.80 600.00/hr	1,080.00
	AFO Review CDE evidence submitted ISO of MSJ	0.40 600.00/hr	240.00
	LC Meeting with AO re PLRA research	0.20 250.00/hr	50.00
12/3/2010	EF Travel time to Pitchess detention center	0.80 525.00/hr	420.00
	EF Meeting with special education eligible inmate.	1.70 525.00/hr	892.50
	EF Travel time to Twin Towers Correctional Facility from Pitchess	0.90 525.00/hr	472.50
	EF Meeting with special education eligible inmate at Twin Towers	0.60 525.00/hr	315.00
	AFO Email to County counsel re Ted Price depo	0.10 600.00/hr	60.00
12/4/2010	AFO Draft oppo to CDE MSJ	2.10 600.00/hr	1,260.00
	AFO Draft oppo to LAUSD MSJ	2.40 600.00/hr	1,440.00
12/5/2010	SLP Draft oppo to CDE MSJ , research re same	1.80 745.00/hr	1,341.00
	SLP Draft oppo to LAUSD MSJ	0.40 745.00/hr	298.00
	SLP Draft oppo to LASD MSJ	1.00 745.00/hr	745.00
	SLP Draft oppo to Hacienda MSJ, research re same	1.00 745.00/hr	745.00
	AFO Continue to draft oppo to LAUSD MSJ	2.30 600.00/hr	1,380.00
	AFO Draft oppo to County MSJ	1.40 600.00/hr	840.00
	AFO Draft oppo to Hacienda MSJ	1.80 600.00/hr	1,080.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
12/6/2010	AFO Draft oppo to LAUSD MSJ re IDEA exhaustion	1.50 600.00/hr	900.00
	AFO Draft opposition to County MSJ	1.10 600.00/hr	660.00
	AFO Review and revise opposition to CDE MSJ	1.10 600.00/hr	660.00
	AFO Meeting with law clerk re collateral estoppel research	0.20 600.00/hr	120.00
	AFO Draft opposition to Hacienda MSJ re IDEA liability	2.60 600.00/hr	1,560.00
	AFO Meeting with law clerk re IDEA private right of action research	0.30 600.00/hr	180.00
	AFO Review law clerk research re private right of action under IDEA	0.10 600.00/hr	60.00
	AFO Continue to draft oppo to Hacienda MSJ re IDEA liability	2.10 600.00/hr	1,260.00
	LC Research - Westlaw research for Response to LAUSD's Opposition to MSJ - ALA	1.80 250.00/hr	450.00
	LC Memo to A. Oxman covering research findings for Opposition to LAUSD's MSJ - ALA	1.00 250.00/hr	250.00
	LC Meeting with law AO re collateral estoppel research	0.20 250.00/hr	50.00
	LC Meeting with AO re IDEA private right of action research	0.30 250.00/hr	75.00
12/7/2010	AFO Call with co-counsel re private right of action under Cal. Ed. Code and Cal. Const.	0.20 600.00/hr	120.00
	AFO Email to co-counsel re LACOE liability under IDEA	0.20 600.00/hr	120.00
	AFO Review and revise oppo to LAUSD MSJ	1.30 600.00/hr	780.00
	AFO Draft oppo to LAUSD MSJ re failure to comply with IDEA	2.40 600.00/hr	1,440.00
	AFO Review and revise oppo to LACOE MSJ	2.10 600.00/hr	1,260.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/7/2010	AFO Review and revise oppo to CDE MSJ	0.50 600.00/hr	300.00
	LC Research - Westlaw research for Opp. to LAUSD's MSJ - ALA	1.30 250.00/hr	325.00
	LC Receive and review Opp. to CDE's MSJ - ALA	0.70 250.00/hr	175.00
12/8/2010	AFO Review and revise oppo to CDE MSJ	2.50 600.00/hr	1,500.00
	AFO Continue to review and revise oppo to CDE MSJ	0.80 600.00/hr	480.00
	AFO Meeting with SLP re oppos to Defendants MSJs and liability under ADA and Section 504	1.10 600.00/hr	660.00
	AFO Continue to review and revise oppo to CDE MSJ	0.20 600.00/hr	120.00
	LC Review file - review Complaint - ALA	2.30 250.00/hr	575.00
	SLP edit oppos to MSJ mtns	3.00 745.00/hr	2,235.00
	AFO Review and revise oppo to CDE MSJ	2.20 600.00/hr	1,320.00
	AFO Review and revise oppo to County MSJ	1.30 600.00/hr	780.00
	LC Review - Complaint and OAH Decision and Exhibits - ALA	1.00 250.00/hr	250.00
	SLP e-mails (multiple) w/ co-counsel re briefing on MSJ opps	0.30 745.00/hr	223.50
	EF Travel time to MCJ	0.20 525.00/hr	105.00
	EF Travel time from MCJ to DRLC	0.20 525.00/hr	105.00
	EF Meeting with declarants in Men's Central Jail	1.10 525.00/hr	577.50
	SLP Meeting with AO re oppos to Defendants MSJs and liability under ADA and Section 504	1.10 745.00/hr	819.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
12/9/2010	AFO	Draft universal statement of facts for oppos to CDE's, LAUSD's, and County's MSJs	2.50 600.00/hr	1,500.00
	AFO	Review and revise oppo to County MSJ	2.00 600.00/hr	1,200.00
	AFO	Review disputed statement ISO oppo to LAUSD MSJ	0.50 600.00/hr	300.00
	AFO	Review and revise disputed statement iso oppo to County MSJ	0.80 600.00/hr	480.00
	AFO	Review and revise disputed statement iso oppo to Hacienda MSJ	0.30 600.00/hr	180.00
	AFO	Review and revise disputed statement ISO oppo to CDE MSJ	0.80 600.00/hr	480.00
	AFO	Review and revise statement iso oppo to LACOE MSJ	0.50 600.00/hr	300.00
	AFO	Final review of oppo to LACOE MSJ	0.50 600.00/hr	300.00
	AFO	Review and revise oppo to CDE MSJ	1.10 600.00/hr	660.00
	AFO	Review and revise oppo to County MSJ	0.80 600.00/hr	480.00
	AFO	Review and revise oppo to Hacienda MSJ	0.40 600.00/hr	240.00
	SLP	edit MSJ oppositions	1.50 745.00/hr	1,117.50
	SLP	edit MSJ briefs - draft introductions	2.50 745.00/hr	1,862.50
	AFO	Review evidentiary objections	1.10 600.00/hr	660.00
	AFO	Review and revise introductions to oppositions to MSJs	0.90 600.00/hr	540.00
	AFO	Review and revise supplemental separate statement of facts	0.40 600.00/hr	240.00
	SLP	Meeting with AO re MSJ briefing, plan, strategy, outstanding issues	0.40 745.00/hr	298.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/9/2010	EF Travel time to MCJ from DRLC offices	0.20 525.00/hr	105.00
	EF Travel time from MCJ to DRLC offices	0.30 525.00/hr	157.50
	EF Meeting with LACJ inmates taking declarations	4.30 525.00/hr	2,257.50
	AFO Meeting with SLP re MSJ briefing, plan, strategy, outstanding issues	0.40 600.00/hr	240.00
12/10/2010	SLP Draft intro to Hacienda oppo	0.40 745.00/hr	298.00
12/11/2010	SLP Receive and review filings re oppo to MSJ	0.40 745.00/hr	298.00
12/13/2010	AFO Receive and review CDE opposition to MSJ and outline arguments	1.00 600.00/hr	600.00
	AFO Receive and review LACOE's opposition to MSJ and draft outline of arguments	0.50 600.00/hr	300.00
	AFO Receive and review County opposition to Plaintiffs' MSJ	0.40 600.00/hr	240.00
	AFO Receive and review Hacienda's opposition to Plaintiffs' MSJ	0.30 600.00/hr	180.00
	AFO Receive and review LAUSD opposition to Plaintiffs' MSJ	0.30 600.00/hr	180.00
	AFO Research re multiple agency responsibility under IDEA for Plaintiffs' reply ISO MSJ	1.30 600.00/hr	780.00
	AFO Call with co-counsel re reply ISO MSJ	0.60 600.00/hr	360.00
	AFO Draft outline for reply brief ISO Plaintiffs' MSJ	1.30 600.00/hr	780.00
12/14/2010	AFO Draft reply brief ISO Plaintiffs' MSJ re CDE IDEA liability	1.30 600.00/hr	780.00
	AFO Continue to draft reply ISO MSJ	1.10 600.00/hr	660.00
	AFO Meeting with SLP re Ted Price depo prep	0.70 600.00/hr	420.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/14/2010	AFO Email to County counsel re production of documents for Ted Price depo	0.20 600.00/hr	120.00
	AFO Review evidence for reply to LAUSD oppos to MSJ	0.60 600.00/hr	360.00
	AFO Research re public agency liability under IDEA	0.80 600.00/hr	480.00
	AFO Continue to draft reply ISO MSJ	1.30 600.00/hr	780.00
	AFO Email to County counsel re Price document production	0.30 600.00/hr	180.00
	AFO Research re public agency liability under IDEA	1.20 600.00/hr	720.00
	EF Research public agency responsibilities in IDEA legislative history	2.20 525.00/hr	1,155.00
	SLP Meeting with AO re Ted Price depo prep	0.70 745.00/hr	521.50
12/15/2010	AFO Continue to draft reply brief ISO MSJ	1.30 600.00/hr	780.00
	AFO Review evidence re services to LAUSD students	0.80 600.00/hr	480.00
	AFO Review evidence re LAUSD's timely response to student requests	1.00 600.00/hr	600.00
	AFO Continue to draft reply	1.10 600.00/hr	660.00
	AFO Research re relevance of pre-certification evidence	0.50 600.00/hr	300.00
	AFO Call re potential new class members in LACJ	0.40 600.00/hr	240.00
	AFO Draft statement of facts for reply ISO MSJ	2.20 600.00/hr	1,320.00
	AFO Call re education conditions in LACJ	0.20 600.00/hr	120.00
	LC Research - westlaw - admissibility of materials from pre-class certification period - ALA	3.20 250.00/hr	800.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/15/2010	LC Review discovery materials - LAUSD Spec. Ed. Questionnaires - ALA	0.60 250.00/hr	150.00
	EF Email law clerk re: declarations in jails	0.10 525.00/hr	52.50
	EF Conference with AFO and law clerk re: jail visit and declarations	0.10 525.00/hr	52.50
12/16/2010	AFO Review and revise reply ISO MSJ	0.50 600.00/hr	300.00
	AFO Draft reply ISO MSJ -- section re LAUSD failure to comply with IDEA	0.70 600.00/hr	420.00
	SLP Meeting with AO re reply brief	0.40 745.00/hr	298.00
	AFO Review Price report and prepare for deposition	5.50 600.00/hr	3,300.00
	EF Travel time to Pitchess Detention Center from DRLC	0.60 525.00/hr	315.00
	EF Travel time to DRLC offices from Pitchess Detention Center	0.70 525.00/hr	367.50
	EF Meeting with inmates at Pitchess detention center and taking declarations	4.20 525.00/hr	2,205.00
	AFO Meeting with SLP re reply brief	0.40 600.00/hr	240.00
12/17/2010	AFO Continue to prepare for Price deposition	2.00 600.00/hr	1,200.00
	AFO Take deposition of Ted Price	5.30 600.00/hr	3,180.00
	AFO Prepare demonstrative re LAUSD failure to timely provide services	0.70 600.00/hr	420.00
	SLP Attend Price depo	5.30 745.00/hr	3,948.50
	EF Travel time to MCJ from DRLC	0.30 525.00/hr	157.50
	EF Travel time to DRLC from LACJ	0.30 525.00/hr	157.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
12/17/2010	EF Meeting with inmates at MCJ and Twin Towers Correctional Facility and taking declarations	3.90 525.00/hr	2,047.50
12/18/2010	SLP edit reply on MSJ	2.30 745.00/hr	1,713.50
	SLP Receive and review draft reply, comments re same	0.50 745.00/hr	372.50
	AFO Review and revise reply brief to conform to page limit	0.60 600.00/hr	360.00
	AFO Review and revise separate statements of genuine issues	0.70 600.00/hr	420.00
12/19/2010	SLP Receive and review draft intro to reply, edits to same	0.20 745.00/hr	149.00
	AFO Prepare demonstrative exhibit re Defendants' admissions and failures in LACJ	0.70 600.00/hr	420.00
	AFO Draft introduction for reply ISO MSJ	0.40 600.00/hr	240.00
	AFO Email to co-counsel re missing factual citations in MSJ reply brief	0.30 600.00/hr	180.00
12/20/2010	AFO Final review of reply brief	0.50 600.00/hr	300.00
	AFO Review and revise objections to Defendants' declarations	0.50 600.00/hr	300.00
	AFO Review and revise second supplemental Oxman decl.	0.30 600.00/hr	180.00
	AFO Review and sign second supplemental decl. ISO MSJ	0.10 600.00/hr	60.00
12/21/2010	AFO Receive and review CDE reply ISO MSJ	0.20 600.00/hr	120.00
	AFO Receive and review LAUSD reply ISO MSJ	0.20 600.00/hr	120.00
	AFO Receive and review County reply ISO MSJ	0.20 600.00/hr	120.00
	AFO Receive and review LACOE reply ISO MSJ	0.20 600.00/hr	120.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
12/21/2010	AFO Receive and review LAUSD reply ISO MSJ	0.20 600.00/hr	120.00
	AFO Receive and review reply ISO of motion for decertification	0.20 600.00/hr	120.00
	AFO Email to co-counsel re oral argument	0.20 600.00/hr	120.00
1/3/2011	AFO Email to opposing counsel re payment for expert fees	0.20 600.00/hr	120.00
1/4/2011	AFO Meeting with SLP re preparing for oral argument on MSJs	0.50 600.00/hr	300.00
	SLP Meeting with AO re MSJ oral argument,	0.50 745.00/hr	372.50
1/10/2011	AFO Review MSJ briefing in preparation for 1/19 hearing	1.30 600.00/hr	780.00
	AFO Continue to review MSJ briefing for 1/19 hearing	0.40 600.00/hr	240.00
1/11/2011	AFO Review case law cited in MSJ briefing in preparation for MSJ hearing	2.10 600.00/hr	1,260.00
	AFO Continue to review caselaw cited in MSJ briefing for 1/19 hearing	0.20 600.00/hr	120.00
	AFO Draft notes and talking points for 1/19 hearing re Hacienda Defendants' liability	0.70 600.00/hr	420.00
1/12/2011	AFO Prepare notes re Hacienda's liability for 1/19 hearing re MSJs	1.00 600.00/hr	600.00
1/13/2011	AFO Draft notes for 1/19 hearing re CDE's liability	0.80 600.00/hr	480.00
	AFO Continue to prepare notes re CDE's liability for 1/19 hearing	0.40 600.00/hr	240.00
	AFO Prepare notes re collateral estoppel and PLRA for 1/19 MSJ hearing	0.70 600.00/hr	420.00
	AFO Prepare introductory statement for 1/19 hearing re MSJs	1.00 600.00/hr	600.00
	AFO Continue to draft notes re CDE liability for 1/19 hearing re MSJs	0.50 600.00/hr	300.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/13/2011	AFO Prepare notes re County's liability for 1/19 hearing	0.50 600.00/hr	300.00
1/17/2011	AFO Review evidence submitted by Defendants ISO MSJs and prepare notes for 1/19 hearing	1.20 600.00/hr	720.00
	AFO Continue to review Defendants' evidence and prepare notes for 1/19 hearing	0.80 600.00/hr	480.00
	AFO Meeting with SLP to prepare for oral argument	4.20 600.00/hr	2,520.00
	AFO Review briefing, evidence and prepare for oral argument on 1/19	2.30 600.00/hr	1,380.00
	SLP Prepare for MSJ hearing w/ AO, review strategy, themes, issues	4.20 745.00/hr	3,129.00
1/18/2011	AFO Continue to prepare notes for hearing	2.30 600.00/hr	1,380.00
	AFO Meeting and moot with co-counsel in preparation for 1/19 hearing	3.30 600.00/hr	1,980.00
	AFO Receive and review tentative re MSJs and motion for decertification	0.70 600.00/hr	420.00
	AFO Review evidence, briefing and draft notes in response to tentative ruling	2.60 600.00/hr	1,560.00
	SLP Meeting with co-counsel to prepare for oral argument	3.30 745.00/hr	2,458.50
	SLP Receive and review court's tentative, notes re same	1.50 745.00/hr	1,117.50
1/19/2011	SLP Meeting with co-counsel re court's tentative, response to same	1.00 745.00/hr	745.00
	SLP Meeting with AO re oral argument, prep re same, response to tentatives	0.90 745.00/hr	670.50
	SLP Telephone conference with co-counsel re prep for hearing, response to tentative	0.90 745.00/hr	670.50
	SLP Meeting with AO re prep for hearing	0.40 745.00/hr	298.00
	SLP Attend hearing on MSJs and scheduling conf	1.80 745.00/hr	1,341.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
1/19/2011	AFO	Continue to prepare notes re tentative for hearing	1.00 600.00/hr	600.00
	AFO	Call with co-counsel and SLP re tentative ruling	1.00 600.00/hr	600.00
	AFO	Review and revise notes re tentative ruling for hearing	0.70 600.00/hr	420.00
	AFO	Moot with co-counsel and SLP	0.90 600.00/hr	540.00
	AFO	Attend hearing	1.80 600.00/hr	1,080.00
	AFO	Meeting with SLP re prep for hearing	0.40 600.00/hr	240.00
1/20/2011	SLP	Meeting with PB and JC re settlement	0.30 745.00/hr	223.50
	SLP	Meeting with AO re settlement poss w/ county	0.30 745.00/hr	223.50
	AFO	Meeting with SLP re settlement poss w/ county	0.30 600.00/hr	180.00
1/24/2011	AFO	Meeting with SLP re settlement with County, LAUSD, and LACOE	1.00 600.00/hr	600.00
	AFO	Meeting with SLP re trial prep	0.40 600.00/hr	240.00
	AFO	Calculate pre-trial and trial deadlines	0.30 600.00/hr	180.00
	SLP	Meeting with AO re settlement, trial prep	1.40 745.00/hr	1,043.00
1/27/2011	AFO	Meeting with co-counsel re trial prep and settlement	2.30 600.00/hr	1,380.00
	SLP	Meeting with co-counsel re trial prep, settlement	2.30 745.00/hr	1,713.50
1/29/2011	AFO	Review and revise County settlement letter	0.60 600.00/hr	360.00
1/31/2011	AFO	Meeting with law clerk re creating list of evidence to prove students are eligible for services at trial	0.60 600.00/hr	360.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
1/31/2011	AFO	Review and revise County settlement letter per PDP's comments	0.30 600.00/hr	180.00
	AFO	Draft notes re student witnesses for trial	0.50 600.00/hr	300.00
	AFO	Review and revise settlement letter to LACOE	0.40 600.00/hr	240.00
	AFO	Review and revise settlement letter to CDE	0.50 600.00/hr	300.00
	AFO	Review and revise LAUSD settlement letter	0.30 600.00/hr	180.00
	LC	Meeting with AO re: document review - Amerin	0.60 250.00/hr	150.00
	LC	Review discovery documents - Amerin	1.60 250.00/hr	400.00
	LC	Review discovery documents - Amerin	3.30 250.00/hr	825.00
2/1/2011	SLP	Receive and review settlement ltr to county, edits to same	0.40 745.00/hr	298.00
	SLP	Receive and review settlement ltrs to CDE, LACOE LAUSD, edits to same	0.30 745.00/hr	223.50
	AFO	Review and revise settlement letters	0.60 600.00/hr	360.00
2/2/2011	LC	Review discovery documents - Amerin	2.30 250.00/hr	575.00
2/4/2011	AFO	Receive and review letter to court official from co-counsel	0.10 600.00/hr	60.00
	AFO	Review LR 16 in preparation for trial prep meeting with SLP	0.10 600.00/hr	60.00
	AFO	Meeting with SLP re trial and witnesses	0.30 600.00/hr	180.00
	LC	Review discovery documents - Amerin	1.70 250.00/hr	425.00
	SLP	Meeting with AO re trial and witnesses	0.30 745.00/hr	223.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
2/7/2011	AFO	Review VBF Standing Order re trial and trial prep deadlines	0.10 600.00/hr	60.00
	AFO	Call with co-counsel re trial prep and trial deadlines	0.20 600.00/hr	120.00
2/8/2011	AFO	Call with co-counsel re trial prep and trial deadlines	0.20 600.00/hr	120.00
2/9/2011	AFO	Call with advocate for class member	0.20 600.00/hr	120.00
	AFO	Left vm for	0.10 600.00/hr	60.00
2/11/2011	AFO	Review documents for proof of eligible students in jail for trial	1.20 600.00/hr	720.00
	AFO	Continue to review documents for proof of eligible students in jail for trial	0.50 600.00/hr	300.00
2/14/2011	AFO	Continue to review documents for evidence of eligible students in jail for trial	1.50 600.00/hr	900.00
	AFO	Continue to review documents for proof of eligible students in jail for trial	0.30 600.00/hr	180.00
	AFO	Draft notes re students appearing in CASEMIS database search results produced by CDE	1.40 600.00/hr	840.00
	AFO	Continue to draft notes re students in CASEMIS database search results	0.20 600.00/hr	120.00
2/16/2011	AFO	Draft letter to client re case status	0.20 600.00/hr	120.00
	AFO	Review bill for purposes of settlement	0.20 600.00/hr	NO CHARGE
	AFO	Continue to review bill for settlement	1.60 600.00/hr	NO CHARGE
2/17/2011	AFO	Draft records request for A. Barraza De La Cruz	0.20 600.00/hr	120.00
2/18/2011	AFO	Email to PDP re billing for settlement negotiations	0.10 600.00/hr	NO CHARGE
	AFO	Call to community member re class member	0.10 600.00/hr	60.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
2/18/2011	AFO	Confer with paralegal re class members in jail per CDE CASEMIS search results	0.10 600.00/hr	60.00
	AFO	Email to team re proof of eligible students in LACJ	0.20 600.00/hr	120.00
	AFO	Call with community member re class member	0.10 600.00/hr	60.00
	P	Confer with AFO re class members in jail per CDE CASEMIS search results	0.10 250.00/hr	25.00
2/23/2011	AFO	Review and revise billing for settlement negotiations	0.20 600.00/hr	NO CHARGE
	AFO	Call with co-counsel re trial prep and possible settlement	0.20 600.00/hr	120.00
	AFO	Draft letter to former class member in prison re education records	0.70 600.00/hr	420.00
2/28/2011	AFO	Call with co-counsel re trial prep and settlement	0.80 600.00/hr	480.00
	AFO	Research re calling witnesses in opposing party's 26a disclosures	0.30 600.00/hr	180.00
	SLP	Meeting with AO and Milbank (by phone) re trial prep and settlement	0.80 745.00/hr	596.00
3/1/2011	AFO	Call with interested community member re services provided in LACJ	0.30 600.00/hr	180.00
	AFO	Receive and review draft meet and confer letter	0.10 600.00/hr	60.00
	AFO	Email to PDP and SLP re call from interested community member	0.20 600.00/hr	120.00
3/2/2011	AFO	Receive and review SLP draft email to County re settlement	0.10 600.00/hr	60.00
	AFO	Review education records of A. Barraza De La Cruz	0.70 600.00/hr	420.00
	AFO	Continue review of education records for A. Barraza De La Cruz	0.90 600.00/hr	540.00
	AFO	Continue review of A. Barraza De La Cruz educational records	0.50 600.00/hr	300.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/4/2011	AFO Draft email to co-counsel re fees and settlement	0.20 600.00/hr	120.00
	AFO Email to co-counsel re preparing for pre-trial meet and confer	0.20 600.00/hr	120.00
	AFO Meeting with MDS re student witnesses	0.20 600.00/hr	120.00
	AFO Receive and review email from Paul Beach re County's position on settlement	0.10 600.00/hr	60.00
	P Meeting with AFO re student witnesses	0.20 250.00/hr	50.00
3/7/2011	AFO Meeting with MDS re student witnesses	0.80 600.00/hr	480.00
	MDS Review in-custody student declarations from class certification briefing	0.50 660.00/hr	330.00
	MDS Meeting with AFO re student witnesses	0.80 660.00/hr	528.00
3/8/2011	AFO Email to LACOE re scheduling settlement meeting	0.10 600.00/hr	60.00
	AFO Receive and review LACOE settlement response	0.20 600.00/hr	120.00
	AFO Call to community member re class members	0.10 600.00/hr	60.00
	AFO Call with co-counsel re billing for settlement purposes	0.10 600.00/hr	60.00
	AFO Prepare fee table for Milbank's hours	0.40 600.00/hr	NO CHARGE
	AFO Email to SLP re Milbank's Fees	0.20 600.00/hr	NO CHARGE
3/9/2011	AFO Email to co-counsel re scheduling trial meet and confer	0.10 600.00/hr	60.00
	AFO Call with SLP re scheduling trial meet and confer; settlement with LACOE	0.20 600.00/hr	120.00
	AFO Call to interest community member	0.10 600.00/hr	60.00



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			<u>Hrs/Rate</u>	<u>Amount</u>
3/9/2011	AFO	Draft notes for settlement meeting with LACOE	0.20 600.00/hr	120.00
	AFO	Confer with SLP re settlement meeting with LACOE	0.20 600.00/hr	120.00
	MDS	Travel time to jail for class members mtgs	0.40 660.00/hr	264.00
	MDS	Meeting w/ class members re edu recs and testifying (includes wait for class members to be escorted down)	0.60 660.00/hr	396.00
	MDS	Meeting w/ class members re edu recs and testifying	0.40 660.00/hr	264.00
	MDS	Travel time from jail for class member mtgs	0.30 660.00/hr	198.00
	SLP	Confer with AO re settlement meeting with LACOE	0.20 745.00/hr	149.00
3/10/2011	AFO	Travel to and from settlement meeting with LACOE	0.40 600.00/hr	240.00
	AFO	LACOE settlement meeting	1.80 600.00/hr	1,080.00
	AFO	Confer with SLP re drafting settlement agreement with LACOE	0.20 600.00/hr	120.00
	AFO	Call with MDS re visits to class members	0.20 600.00/hr	120.00
	AFO	Draft records requests for class members	0.30 600.00/hr	180.00
	SLP	Meeting with Andrade and co-counsel re settlement	1.50 745.00/hr	1,117.50
	SLP	Meeting with co-counsel post LACOE settlement meeting	0.30 745.00/hr	223.50
	SLP	Confer with AFO re drafting settlement agreement with LACOE	0.20 745.00/hr	149.00
	MDS	Call with AFO re visits to class members	0.20 660.00/hr	132.00
3/11/2011	AFO	Draft LACOE settlement agreement	1.00 600.00/hr	600.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
3/11/2011	AFO	Continue to draft LACOE settlement agreement	0.40 600.00/hr	240.00
	AFO	Continue to draft LACOE settlement agreement	0.50 600.00/hr	300.00
	SLP	receive and review LACOE settlement agreement, edits to same	1.00 745.00/hr	745.00
3/14/2011	AFO	Email to LACOE re local plan documents needed for drafting of settlement agreement	0.10 600.00/hr	60.00
	AFO	Continue to draft LACOE settlement agreement	0.40 600.00/hr	240.00
	AFO	Continue to draft LACOE settlement agreement	0.70 600.00/hr	420.00
	AFO	Review and revise draft settlement agreement with LACOE	0.80 600.00/hr	480.00
	AFO	Draft monitoring section of LACOE settlement agreement	0.40 600.00/hr	240.00
	AFO	Continue to draft monitoring section of LACOE settlement agreement	0.20 600.00/hr	120.00
	AFO	Email to team re possibility of settlement with LAUSD	0.20 600.00/hr	120.00
	AFO	Email to team re draft settlement agreement with LACOE	0.10 600.00/hr	60.00
	AFO	Email to team re possibility of settlement with LAUSD	0.20 600.00/hr	120.00
3/15/2011	AFO	Email to LAUSD re possibility of settlement	0.20 600.00/hr	120.00
	AFO	Emails to CDE re possibility of settlement	0.20 600.00/hr	120.00
3/16/2011	AFO	Review and revise witness list	1.00 600.00/hr	600.00
	AFO	Call re class members	0.10 600.00/hr	60.00
	AFO	Confer with PDP and SLP re settlement and system at LACJ	0.30 600.00/hr	180.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/16/2011	AFO Call with co-counsel re settlement, trial prep, and witness list	0.90 600.00/hr	540.00
	AFO Meeting with MDS re potential class members witnesses	0.20 600.00/hr	120.00
	AFO Call with CDE re possible settlement	0.50 600.00/hr	300.00
	AFO Review and revise exhibit list	0.70 600.00/hr	420.00
	AFO Continue to review and revise exhibit list	0.30 600.00/hr	180.00
	PDP Conference with AFO and SLP re. settlement agreement.	0.30 875.00/hr	262.50
	SLP Telephone conference with GR re settlement w/ CDE	0.50 745.00/hr	372.50
	MDS Meeting with AFO re potential class member witnesses	0.20 660.00/hr	132.00
	SLP Conference with AFO and PDP re. settlement agreement.	0.30 745.00/hr	223.50
3/17/2011	AFO Attend settlement meeting with LACOE and the County	0.70 600.00/hr	420.00
	AFO Review and revise settlement agreement with LACOE	1.00 600.00/hr	600.00
	AFO Review and revise exhibit list	1.40 600.00/hr	840.00
	AFO Receive and review SLP comments to draft settlement agreement with LACOE	0.20 600.00/hr	120.00
	SLP Meeting with County re settlement	0.70 745.00/hr	521.50
3/18/2011	AFO Review and revise LACOE settlement agreement	1.00 600.00/hr	600.00
	AFO Meeting with SLP re trial prep and settlement	1.70 600.00/hr	1,020.00
	AFO Email to co-counsel re trial prep	0.20 600.00/hr	120.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
3/18/2011	AFO	Revise witness list	0.10 600.00/hr	60.00
	AFO	Email co-counsel re additional exhibits to add to exhibit list	0.20 600.00/hr	120.00
	AFO	Review and revise LACOE settlement agreement	0.80 600.00/hr	480.00
	AFO	Receive and review education records for class members	0.40 600.00/hr	240.00
	AFO	Meeting with MDS re Michael Garcia and class members	0.50 600.00/hr	300.00
	AFO	Call with co-counsel re revisions to exhibit list	0.20 600.00/hr	120.00
	SLP	Meeting with AO re LACOE settlement	0.30 745.00/hr	223.50
	SLP	Meeting with AO re trial prep	1.40 745.00/hr	1,043.00
	MDS	Meeting with AFO re Michael Garcia and class members	0.50 660.00/hr	330.00
3/21/2011	MDS	Travel time to Kern Valley State Prison for Garcia and class members meetings	3.20 660.00/hr	2,112.00
	MDS	Escort and meeting w/ M. Garcia re: trial prep	1.60 660.00/hr	1,056.00
	MDS	Meeting w/ class members re: trial testimony	0.40 660.00/hr	264.00
	MDS	Travel from Kern Valley State Prison from M Garcia and class member meetings	2.40 660.00/hr	1,584.00
3/22/2011	SLP	Attend pretrial meet and confer	1.30 745.00/hr	968.50
	SLP	Meeting with co-counsel post meet and confer	0.40 745.00/hr	298.00
	SLP	e-mail to / from co-counsel re billing judgment	0.10 745.00/hr	74.50
	AFO	Attend pre-trial meet and confer	1.30 600.00/hr	780.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
3/22/2011	AFO	Telephone conference with SLP and co-counsel re next steps	0.30 600.00/hr	180.00
3/23/2011	MDS	Review bill for apportionment among defendants; emails (multiple) to AO re: same	2.30 660.00/hr	NO CHARGE
	MDS	Continue to review bill for apportionment among defendants; emails (multiple) to AO re: same	1.90 660.00/hr	NO CHARGE
	AFO	Review and revise settlement conference statement	1.10 600.00/hr	660.00
3/24/2011	AFO	Confer with SLP re settlement conference	0.60 600.00/hr	360.00
	AFO	Email to co-counsel re settlement conference strategy	0.30 600.00/hr	180.00
	AFO	Review and revise notes from co-counsel re all Defendants' settlement obligations	0.20 600.00/hr	120.00
	SLP	Confer with AFO re settlement conference	0.60 745.00/hr	447.00
3/25/2011	AFO	Travel to and from settlement conference	0.60 600.00/hr	360.00
	AFO	Attend settlement conference	5.10 600.00/hr	3,060.00
	AFO	Draft notes re follow-up issues post settlement conference	0.30 600.00/hr	180.00
	MDS	Meeting with AO re: settlement discussions and trial prep	0.20 660.00/hr	132.00
	AFO	Meeting with MD re: settlement discussions and trial prep	0.20 600.00/hr	120.00
3/28/2011	AFO	Call with Dr. Young re settlement proposals	0.90 600.00/hr	540.00
	AFO	Draft letter to OAH presiding judge re due process hearings and class members	0.50 600.00/hr	300.00
	AFO	Call with co-counsel re settlement	0.30 600.00/hr	180.00
4/4/2011	AFO	Draft stipulation and proposed order extending April 11, 2011 pre-trial submissions	0.40 600.00/hr	240.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/4/2011	AFO Call with co-counsel re supplemental production	0.30 600.00/hr	180.00
	AFO Emails with co-counsel re upcoming settlement conference	0.50 600.00/hr	300.00
	AFO Meeting with witnesses re trial	1.00 600.00/hr	600.00
	AFO Meeting with SLP re settlement	0.20 600.00/hr	120.00
	SLP Meeting with AFO re settlement	0.20 745.00/hr	149.00
4/5/2011	AFO Call with OAH re holding DP hearings in LACJ	0.30 600.00/hr	180.00
	AFO Email to Paul Beach re exhibit list and supplemental production	0.10 600.00/hr	60.00
	AFO Email to Paul Beach re trial prep and extending deadlines	0.20 600.00/hr	120.00
4/6/2011	AFO Call with co-counsel re motions in limine and settlement conference	0.40 600.00/hr	240.00
	SLP Meeting with AO in prep for settlement conf	0.60 745.00/hr	447.00
	AFO Meeting with SLP re settlement and trial prep	0.60 600.00/hr	360.00
	AFO Draft outline of open issues for settlement conference	0.30 600.00/hr	180.00
	AFO Email co-counsel re settlement strategy	0.20 600.00/hr	120.00
	AFO Receive and review County supplemental production	0.10 600.00/hr	60.00
4/7/2011	AFO Attend settlement conference	3.20 600.00/hr	1,920.00
	AFO Travel from settlement conference	0.30 600.00/hr	180.00
	AFO Draft stip and proposed order continuing trial and pre-trial conference	0.40 600.00/hr	240.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/7/2011	SLP Attend settlement conf	3.50 745.00/hr	2,607.50
4/8/2011	AFO Revise stipulation continuing trial and pre-trial conference	0.10 600.00/hr	60.00
	AFO Emails to Barry Green re signing joint stip continuing trial	0.20 600.00/hr	120.00
4/11/2011	AFO Draft global settlement agreement	0.50 600.00/hr	300.00
	AFO Continue to draft settlement agreement	0.30 600.00/hr	180.00
4/12/2011	AFO Continue to draft global settlement agreement	0.60 600.00/hr	360.00
	AFO Continue to draft global settlement agreement	1.30 600.00/hr	780.00
	AFO Continue to draft global settlement agreement	1.20 600.00/hr	720.00
4/13/2011	SLP Telephone conference with PD office re ID issues and PD issues	0.40 745.00/hr	298.00
	AFO Continue to draft global settlement agreement	2.30 600.00/hr	1,380.00
	AFO Calendar pre-trial deadlines per order continuing trial and pre-trial conference dates	0.30 600.00/hr	180.00
	AFO Call with Public Defender's office re settlement agreement and notification of criminal attorneys re clients' receipt of special education services	0.40 600.00/hr	240.00
4/16/2011	AFO Review and revise draft global settlement agreement	1.00 600.00/hr	600.00
	AFO Draft global settlement agreement monitoring provisions	0.70 600.00/hr	420.00
4/19/2011	SLP Receive and review edits to draft agreement from co-counsel	0.20 745.00/hr	149.00
	SLP Receive and review draft settlement ag, edits to same	0.70 745.00/hr	521.50
	SLP Telephone conference with co-counsel re draft settlement agreement and edits to same	1.30 745.00/hr	968.50



**CONFIDENTIAL: FOR SETTLEMENT PURPOSES ONLY**

			<u>Hrs/Rate</u>	<u>Amount</u>
4/19/2011	AFO	Review co-counsel and SLP edits to draft settlement	0.30 600.00/hr	180.00
	AFO	Call with co-counsel and SLP re settlement agreement	1.30 600.00/hr	780.00
	AFO	Revise draft global settlement agreement	2.30 600.00/hr	1,380.00
5/3/2011	AFO	Call with Vibiana Andrade re draft global settlement	0.20 600.00/hr	120.00
5/11/2011	AFO	Call with Barry Green re status of Defendants' comments to draft global settlement agreement	0.10 600.00/hr	60.00
	AFO	Email to co-counsel re Defendants' responses to draft global settlement agreement	0.10 600.00/hr	60.00
5/12/2011	AFO	Draft confirming email to Barry Green re Defendants' review of draft settlement agreement	0.20 600.00/hr	120.00
5/18/2011	AFO	Call to Judge Hatter's clerk re scheduling settlement conference	0.10 600.00/hr	60.00
	AFO	Call with Barry Green re Defendants' comments to draft settlement agreement	0.10 600.00/hr	60.00
5/23/2011	AFO	Confer with SLP re responding to Defendants' comments to draft settlement	0.20 600.00/hr	120.00
	AFO	Receive and review Defendants' comments to draft global settlement agreement	0.30 600.00/hr	180.00
	SLP	Meeting with AFO re responding to Defendants' comments to draft settlement	0.20 745.00/hr	149.00
5/24/2011	AFO	Review Defendants' comments to draft agreement and prepare notes re same	1.20 600.00/hr	720.00
5/25/2011	AFO	Meeting with SLP re Defendants' response to global settlement agreement	0.80 600.00/hr	480.00
5/26/2011	SLP	Meeting with AO and co-counsel re settlement issues, neg w/ defs	0.80 745.00/hr	596.00
5/31/2011	AFO	Draft letter to Defendants re status of settlement negotiations	0.20 600.00/hr	120.00
	AFO	Continue to draft letter to Defendants re status of settlement negotiations	1.00 600.00/hr	600.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
5/31/2011	SLP edit settlement ltr to defs	0.20 745.00/hr	149.00
6/1/2011	SLP Receive and review ltr to defs re settlement	0.30 745.00/hr	223.50
	AFO Review and revise letter re status of settlement negotiations per SLP's comments	0.40 600.00/hr	240.00
	AFO Further revise letter re status of parties' settlement discussions per co-counsel's comments	0.20 600.00/hr	120.00
	AFO Meeting with law clerk re research re LAUSD CSM test claim	0.10 600.00/hr	60.00
	AFO Review LAUSD CSM test claim	0.30 600.00/hr	180.00
6/2/2011	AFO Receive and review email from Glenda Reager re CDE's settlement position	0.20 600.00/hr	120.00
6/3/2011	AFO Meeting with law clerk re settlement status	0.30 600.00/hr	180.00
	AFO Call with Justin Clark and Paul Beach re settlement	0.50 600.00/hr	300.00
	AFO Call with Vibiana Andrade re settlement	0.30 600.00/hr	180.00
	AFO Call with interested community member re new class member	0.20 600.00/hr	120.00
	AFO Draft confirming email to Paul Beach and Justin Clark re settlement discussion	0.30 600.00/hr	180.00
	AFO Email to co-counsel re call with LACOE re settlement and next settlement steps	0.20 600.00/hr	120.00
	AFO Draft confidential statement in advance of settlement conference	0.80 600.00/hr	480.00
	SLP Telephone conference with county defs counsel re settlement	0.50 745.00/hr	372.50
	SLP Telephone conference with LACOE counsel re settlement	0.30 745.00/hr	223.50
	LC Meeting with AFO re settlement status	0.30 250.00/hr	75.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/6/2011	AFO Email to team re CDE notifying and monitoring school districts	0.20 600.00/hr	120.00
	AFO Continue to draft confidential statement re settlement to submit in advance of June 9 settlement conference	0.60 600.00/hr	360.00
	AFO Review and revise draft confidential statement for June 9 settlement conference	0.50 600.00/hr	300.00
	AFO Draft settlement agreement for LACOE and County Defendants	0.60 600.00/hr	360.00
	AFO Continue to draft settlement agreement for LACOE and County	0.40 600.00/hr	240.00
	SLP Receive and review draft settlement conf stmt, edits to same	0.30 745.00/hr	223.50
	AFO Review and revise draft settlement for LACOE and the County	0.40 600.00/hr	240.00
	SLP Meeting with AO re conf stmt to judge, settlement ag	0.30 745.00/hr	223.50
	AFO Review and revise confidential settlement statement per SLP's and co-counsel's comments	1.10 600.00/hr	660.00
	AFO Meeting with SLP re conf stmt to judge, settlement ag	0.30 600.00/hr	180.00
6/7/2011	AFO Review and revise bills for upcoming settlement conference	0.30 600.00/hr	180.00
	AFO Review and revise settlement conference status report; additional edits re CDE's previous visit to LACJ	0.20 600.00/hr	120.00
6/8/2011	AFO Prepare updated fee tables for settlement conference	0.30 600.00/hr	180.00
	AFO Review bills and costs for settlement conference	0.60 600.00/hr	360.00
	AFO Meeting with SLP in preparation for June 9 settlement conference	1.50 600.00/hr	900.00
	SLP Meeting with AO re settlement conf prep	1.50 745.00/hr	1,117.50
	SLP e-mail to DV re settlement neg	0.30 745.00/hr	223.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/8/2011	AFO Revise fee table for settlement conference	0.50 600.00/hr	300.00
	AFO Draft list of issues to cover at June 9, 2011 Settlement Conference	0.30 600.00/hr	180.00
	AFO Draft litigation history of case for June 9, 2011 settlement conference	0.30 600.00/hr	180.00
6/9/2011	AFO Call with HC re reviewing bills	1.70 600.00/hr	1,020.00
	AFO Attend settlement conference	2.80 600.00/hr	1,680.00
	AFO Travel to and from settlement conference	0.40 600.00/hr	240.00
	AFO Final review of bill before sending to LACOE and County counsel	0.60 600.00/hr	360.00
6/10/2011	AFO Continue to draft LACOE and County settlement agreement	1.70 600.00/hr	1,020.00
	AFO Emails (multiple) to co-counsel re CDE email re settlement positions	0.30 600.00/hr	180.00
	AFO Review and revise draft settlement with County and LACOE	0.20 600.00/hr	120.00
	AFO Call with Vibiana re settlement meeting to discuss fees and notifications of students' criminal attorneys as part of settlement	0.20 600.00/hr	120.00
	AFO Call with SLP re next steps in settlement	0.20 600.00/hr	120.00
6/13/2011	AFO Prepare fee table for County Defendants	1.00 600.00/hr	600.00
	AFO Meeting with SLP re fees for County settlement meeting	0.40 600.00/hr	240.00
	SLP Meeting with AO re fee neg w/ county	0.40 745.00/hr	298.00
6/14/2011	AFO Attend meeting with Justin Clark and Roger Granbo re settlement	2.00 600.00/hr	1,200.00
	SLP Meeting with county re fee neg	0.70 745.00/hr	521.50

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		<u>Hrs/Rate</u>	<u>Amount</u>
6/14/2011	SLP Meeting with co-counsel post county meeting re settlement neg	0.50 745.00/hr	372.50
6/15/2011	AFO Email to law clerk re research re ICDA	0.10 600.00/hr	60.00
	AFO Meeting with law clerk re ICDA research	0.10 600.00/hr	60.00
	LC Meeting with AFO re ICDA research	0.10 250.00/hr	25.00
6/16/2011	AFO Email to CDE re reiterating settlement points	0.20 600.00/hr	120.00
	AFO Meeting with SLP re continuing trial dates	0.10 600.00/hr	60.00
	AFO Email to counsel re continuing trial dates	0.10 600.00/hr	60.00
	SLP Meeting with AFO re continuing trial dates	0.10 745.00/hr	74.50
6/20/2011	AFO Email to counsel re continuance	0.10 600.00/hr	60.00
	AFO Draft continuance of trial and pre-trial conference	0.30 600.00/hr	180.00
	AFO Research re continued trial and pre-trial dates	0.20 600.00/hr	120.00
6/21/2011	AFO Email to Judge Hatter's clerk re parties' request for additional continuance	0.20 600.00/hr	120.00
7/1/2011	AFO Review draft letter from MHAS attorney to Long Beach Unified re class member and request for services	0.20 600.00/hr	120.00
7/5/2011	AFO Left vm for public defender's office re notification of criminal attorneys re special education services	0.10 600.00/hr	60.00
7/6/2011	AFO Call with co-counsel re LACOE fees and notification of students' criminal attorneys	0.10 600.00/hr	60.00
	LC Research TCIS and contact ICDA MP	0.50 250.00/hr	125.00
7/7/2011	AFO Call to ICDA	0.50 600.00/hr	300.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
7/7/2011	AFO	Confer with SLP re next steps re settlement with LACOE and County	0.20 600.00/hr	120.00
	AFO	Email to co-counsel and SLP re call with ICDA and notification of students' criminal attorneys	0.20 600.00/hr	120.00
	LC	Meeting with Andy to call Zeke Perlo from ICDA MP	0.80 250.00/hr	200.00
7/8/2011	AFO	Calculate and calendar deadlines for trial and pre-trial filings	0.40 600.00/hr	240.00
7/11/2011	AFO	Call with LACOE re fees and settlement	0.60 600.00/hr	360.00
	AFO	Meeting with SLP re charter school in LACJ and LACOE fees	0.20 600.00/hr	120.00
	SLP	Meeting with AFO re charter school in LACJ and LACOE fees	0.20 745.00/hr	149.00
7/12/2011	LC	Draft email to ICDA attorneys regarding special education services MP	1.40 250.00/hr	350.00
7/13/2011	AFO	Email to counsel re possible half day mediation with Gene Moskovitch	0.10 600.00/hr	60.00
7/15/2011	AFO	Left vm for LACOE re Hope Leadership Charter School documents	0.10 600.00/hr	60.00
	AFO	Call with Courtney Brady re Hope Leadership Charter school documents and settlement	0.10 600.00/hr	60.00
7/20/2011	AFO	Receive and review documents from LACOE re assurances to CDE re local plan compliance	0.20 600.00/hr	120.00
7/26/2011	AFO	Email to co-counsel re check for Dr. Price's deposition	0.10 600.00/hr	60.00
8/5/2011	AFO	Draft letter to client re case status	0.30 600.00/hr	180.00
8/8/2011	AFO	Receive and review voicemail from Courtney Brady re counteroffer on fees	0.10 600.00/hr	60.00
8/10/2011	AFO	Call to Courtney Brady re counteroffer on fees	0.10 600.00/hr	60.00
8/11/2011	AFO	Call with Courtney Brady re counter to fees	0.10 600.00/hr	60.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/12/2011	AFO Calls (multiple) to Courtney Brady re fees	0.20 600.00/hr	120.00
8/31/2011	SLP e-mail to PDP re settlement negotiations	0.40 745.00/hr	298.00
9/6/2011	USB Emails/phone calls to Maggie Bartow and Ariel Wander re their clients who still need special ed; email to team re same.	0.30 640.00/hr	192.00
	USB Calls to potential mediators to determine possible mediation times; email to team re same	0.50 640.00/hr	320.00
	USB Left VM for Dontae White and Jackie Cothran (re her son) re getting declarations re obtaining special ed in LACJ	0.10 640.00/hr	64.00
	USB Edit draft settlement agreement with County defendants; confer with S. Parks re same and re seeking declarations from additional class members.	0.80 640.00/hr	512.00
	USB Prepare first draft of mediation brief	1.90 640.00/hr	1,216.00
	USB Emails/phone calls to Maggie Bartow and Ariel Wander re their clients who still need special ed; email to team re same.	0.30 640.00/hr	192.00
9/8/2011	MB Emails from AO and to SLP re MG teacher	0.10 675.00/hr	67.50
	SLP Emails from MB and to AO re MG teacher	0.10 745.00/hr	74.50
	SLP Email MB and to SLP re MG teacher	0.10 745.00/hr	74.50
9/9/2011	MB Telephone conference v/m to Mac Polhemus re call back	0.10 675.00/hr	67.50
10/6/2011	MB Emails (various) re LACOE settlement & pre-trial documents	0.20 675.00/hr	135.00
	MB Begin reviewing LACOE agreement	0.90 675.00/hr	607.50
10/7/2011	SLP Telephone conference with co-counsel re trial prep	0.40 745.00/hr	298.00
10/10/2011	SLP edit FPTCO	0.50 745.00/hr	372.50
10/11/2011	MB Telephone conference with co-counsel re LACOE order, settlement, and next steps	0.20 675.00/hr	135.00



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		<u>Hrs/Rate</u>	<u>Amount</u>
10/11/2011	MB E-mail to SLP, cc UB re update on LACOE status	0.10 675.00/hr	67.50
	MB Email SC LACOE redline agreements for printing	0.10 675.00/hr	67.50
	MB Review emails re pre-trial filings and memo of contentions of fact and law	0.70 675.00/hr	472.50
	MB Update emails re pre-filing docs and LACOE settlement agreements	0.30 675.00/hr	202.50
	SLP edit pretrial filings, memo of law and fact	1.80 745.00/hr	1,341.00
	SLP edit pretrial filings, memo of law and fact, receive and review rev'd witness list, exhibit list	1.60 745.00/hr	1,192.00
10/12/2011	MB Review SLP's edits to LACOE agreement	0.50 675.00/hr	337.50
	MB Meeting with SLP re changes to LACOE settlement agreement	1.30 675.00/hr	877.50
	MB Email SLP question re monitoring	0.10 675.00/hr	67.50
	SLP edit LACOE settlement	0.80 745.00/hr	596.00
	SLP Meeting with MB re editing LACOE settlement	0.90 745.00/hr	670.50
	MB Review and revise LACOE agreement	3.60 675.00/hr	2,430.00
	MB Email team revised LACOE agreement	0.10 675.00/hr	67.50
	MB Review/revise final edits to LACOE agreement; emails to team/fr team re same; conference SLP re few line items re last name, and number; conferences with JAD re number fomatting; conference with clerk re. final read	3.60 675.00/hr	2,430.00
	MB Final review and revision to LACOE settlement agreement	1.50 675.00/hr	1,012.50
	MB Review and revise agreement, finally - draft and send email to OPC and cc to SLP and co-counsel	1.40 675.00/hr	945.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
10/12/2011	MB Update files to include various versions of LACOE settlement agreement and correspondence with OPC and co-counsel re same	0.40 675.00/hr	270.00
10/13/2011	SLP receive and review / edit County settlement	0.70 745.00/hr	521.50
10/14/2011	SLP edit LACOE settlement	1.10 745.00/hr	819.50
	SLP Telephone conference with HC re FPTCO, mediation	0.50 745.00/hr	372.50
	SLP Telephone conference with HC re FPTCO	0.70 745.00/hr	521.50
	SLP Receive and review defs edits to FPTCO	0.90 745.00/hr	670.50
	SLP Receive and review exh list to id objections to exhs, docs sent by CDE	0.70 745.00/hr	521.50
10/16/2011	SLP Draft mediation brief	3.40 745.00/hr	2,533.00
10/17/2011	MB Receive and review draft of County agreement, research re discipline, related services, and special education; email team comments to County sections and include sections re discipline	1.10 675.00/hr	742.50
	MB Review and update files re pre-trial and settlement emails	0.30 675.00/hr	202.50
	USB Edit mediation brief, prepare for filing.	2.00 640.00/hr	1,280.00
	USB Call CDCR (Kern Valley) re ensuring Michael Garcia's presence at trial; call Jackie Cothran re her son, incarcerated at Twin Towers, re obtaining declaration.	0.50 640.00/hr	320.00
	USB Telephone conference with Will Adams, Lit Coordinator at Kern Valley, re procedure for producing Michael Garcia at upcoming trial	0.20 640.00/hr	128.00
	SLP Draft / finalize mediation brief	2.80 745.00/hr	2,086.00
	SLP Draft / edit fees calc for mediation	0.80 745.00/hr	596.00
	SLP Telephone conference with LACOE re settlement	1.50 745.00/hr	1,117.50

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			<u>Hrs/Rate</u>	<u>Amount</u>
10/18/2011	MB	Review and revise LACOE agreement in accordance with earlier telephone conference call; and email revisions to SLP	1.20 675.00/hr	810.00
	MB	Telephone conference with LACOE & SLP re settlement, and de-brief with SLP post call	1.70 675.00/hr	1,147.50
	MB	Update files re today's revisions to LACOE's settlement agreement	0.30 675.00/hr	202.50
	MB	Receive and review draft letter to MG from UB	0.20 675.00/hr	135.00
	SLP	Attend mediation w/ county	8.00 745.00/hr	5,960.00
10/24/2011	SLP	Receive and review draft class member decs, edits to same	0.30 745.00/hr	223.50
	USB	Draft declarations for currently incarcerated students and their advocates; confer with advocate; edit.	2.00 640.00/hr	1,280.00
10/26/2011	MB	Email to SLP re follow up on LACOE settlement	0.10 675.00/hr	67.50
	SLP	Review email from MB re follow up on LACOE settlement	0.10 745.00/hr	74.50
10/27/2011	USB	Meeting with Roger and Justin Clark re settlement agreement with county	0.20 640.00/hr	128.00
10/28/2011	SLP	Meeting with county re settlement	2.00 745.00/hr	1,490.00
10/31/2011	USB	Review and edit draft agreement with County based on 10/27/11 meeting with County and co-counsel; confer with S. Parks re same	3.00 640.00/hr	1,920.00
		For professional services rendered	<u>1331.60</u>	<u>\$810,851.00</u>
		Balance due		<u><u>\$810,851.00</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Andrea Oxman	758.60	600.00	\$455,160.00
Andrea Oxman	2.70	0.00	\$0.00
Carly Munson	143.00	625.00	\$89,375.00
Elliot Field	49.30	525.00	\$25,882.50
Maronel Barajas	20.10	675.00	\$13,567.50
Matthew Strugar	12.00	660.00	\$7,920.00

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<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Matthew Strugar	4.20	0.00	\$0.00
Paula D. Pearlman	29.10	875.00	\$25,462.50
Shawna Parks	223.70	745.00	\$166,656.50
Umbreen Bhatti	11.80	640.00	\$7,552.00
Law Clerk	75.90	250.00	\$18,975.00
Paralegal	1.20	250.00	\$300.00