

Guy B. Wallace (SBN 176151)
gwallace@schneiderwallace.com
Mark Johnson (SBN 76904)
mjohnson@schneiderwallace.com
SCHNEIDER WALLACE
COTTRELL KONECKY, LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Adam B. Wolf (SBN 215914)
awolf@prwlegal.com
Catherine Cabalo (SBN 248198)
ccabalo@prwlegal.com
PEIFFER WOLF CARR & KANE,
A PROFESSIONAL LAW CORP.
4 Embarcadero Center, 14th Floor
San Francisco, CA 94111
Telephone: (415) 766-3592
Facsimile: (415) 402-0058

Linda M. Dardarian (SBN 131001)
ldardarian@gbdhlegal.com
Andrew P. Lee (SBN 245903)
alee@gbdhlegal.com
GOLDSTEIN BORGEN
DARDARIAN & HO
300 Lakeside Drive, Suite 1000
Oakland, California 94612
Telephone: (510) 763-9800
Facsimile: (510) 835-1417

Attorneys for Plaintiffs and the Certified
Classes

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ABDUL NEVAREZ, PRISCILLA NEVAREZ, &
SEBASTIAN DEFRANCESCO, on behalf of
themselves and similarly situated individuals,

Plaintiffs,

v.

FORTY NINERS FOOTBALL COMPANY,
LLC, a Delaware limited liability company, *et al.*,

Defendants.

CLASS ACTION

Case No.: 5:16-cv-07013-LHK (SVK)

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR REASONABLE
ATTORNEY FEES, COSTS AND
EXPENSES; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT**

Judge: Hon. Lucy H. Koh
Date: July 16, 2020
Time: 1:30 p.m.
Ctm: 8, 4th Floor

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- I. INTRODUCTION 1
- II. RELEVANT PROCEDURAL AND FACTUAL BACKGROUND 4
 - A. The Complaint 4
 - B. Numerous Stadium Inspections and Amended Complaints..... 4
 - C. Plaintiffs Successfully Opposed Defendants’ Multiple Motions to Dismiss..... 6
 - D. Overview of Discovery 6
 - E. Plaintiffs’ Successful Motion for Class Certification 7
 - F. The Parties’ Motions for Summary Judgment 8
 - G. Settlement 8
- III. ARGUMENT 9
 - A. Plaintiffs Are Entitled to Fees and Costs Because They Are Prevailing Parties. 9
 - B. Fees Should Be Calculated Using the Lodestar-Multiplier Method. 10
 - C. Plaintiffs’ Lodestar Is Reasonable. 13
 - 1. Class Counsel’s hourly rates are reasonable. 13
 - 2. The number of hours claimed, which are supported by detailed and contemporaneous billing records, is reasonable. 16
 - 3. Calculation of lodestar and voluntary lodestar reduction. 20
 - D. A Lodestar Multiplier of 1.5 or More Is Warranted Under California Law. 21
 - 1. Each lodestar-multiplier factor favors a significant enhancement in this important case that produced truly extraordinary results. 21
 - 2. The requested multiplier falls well within an accepted range..... 24
 - E. Plaintiffs’ Litigation Costs Are Recoverable and Reasonable..... 24
 - F. Plaintiffs’ Requested Award of Fees and Costs are Reasonable. 25
- IV. CONCLUSION..... 25

TABLE OF AUTHORITIES

CASES

1

2

3 *Ability Ctr. of Greater Toledo v. City of Sandusky* 385 F.3d 901 (6th Cir. 2004)..... 23

4 *Antoninetti v. Chipotle Mex. Grill, Inc.*, 643 F.3d 1165 (9th Cir. 2010) 10

5 *Armstrong v. Davis*, 318 F.3d 965 (9th Cir. 2003) 16

6 *Blackwell v. Foley*, 724 F. Supp. 2d 1068 (N.D. Cal. 2010) 18

7 *Blum v. Stenson*, 465 U.S. 886 (1984) 13

8 *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973 (9th Cir. 2008)..... 13

9 *Castaneda v. Burger King Corp.*, No. C 08-04262 WHA, 2010 WL 2735091

10 (N.D. Cal. July 12, 2010)..... 12, 24

11 *Chabner v. United of Omaha Life Ins. Co.*, Case No. C-95-0447 MHP, 1999 WL 33227443

12 (N.D. Cal. Oct. 12, 1999)..... 24

13 *Chaudhry v. City of Los Angeles*, 751 F.3d 1096 (9th Cir. 2014) 18

14 *Children’s Hosp. & Med. Ctr. v. Boma*, 97 Cal. App. 4th 740 (Cal. Ct. App. 2002)..... 13

15 *City of Riverside v. Rivera*, 477 U.S. 561 (1986) 12

16 *Davis v. City & Cnty. of San Francisco*, 976 F.2d 1536 (9th Cir. 1992)..... 18, 20, 24

17 *Democratic Party of Wash. State v. Reed*, 388 F.3d 1281 (9th Cir. 2004)..... 18

18 *Dept. of Fair Employment & Housing v. Law School Admission Council Inc.*,

19 No. 12-cv-01830-JCS, 2018 WL 5791869 (N.D. Cal. Nov. 5, 2018) 19

20 *Donald v. Café Royale, Inc.*, 218 Cal. App. 3d 168 (1990)..... 24

21 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (Cal. Ct. App. 1996)..... 11

22 *Fair Housing of Marin v. Combs*, 285 F.3d 899 (9th Cir. 2002)..... 13

23 *Folsom v. Butte Cty. Assn. of Govts.*, 32 Cal.3d 668 (1982)..... 10

24 *Frank Music Corp. v. MGM, Inc.* 886 F.2d 1545 (9th Cir. 1989) 19

25 *Gates v. Deukmejian*, 987 F.2d 1392 (9th Cir. 1992)..... 13

26 *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004)..... 14

27 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998) 10

28 *Hensley v. Eckerhart*, 461 U.S. 424 (1983) 13, 16, 18

1 *Horsford v. Bd. of Trustees of Cal. State Univ.*, 132 Cal. App. 4th 359
 2 (Cal. Ct. App. 2005)..... 18, 21
 3 *Huynh v. Hous. Auth. of Santa Clara*, No. 14-CV-02367-LHK, 2017 WL 1050539,
 4 (N.D. Cal. Mar. 17, 2017)..... 10
 5 *In re Bluetooth Headset Products Litig.*, 654 F.3d 935 (9th Cir. 2011)..... 10
 6 *In re Hyundai & Kia Fuel Economy Litig.*, 926 F.3d 539 (9th Cir. 2019) 11, 12
 7 *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373 (9th Cir. 1995)..... 12
 8 *Jacobson v. Persolve, LLC*, Case No. 14-CV-00735-LHK, 2016 WL 7230873
 9 (N.D. Cal. Dec. 14, 2016)..... 16
 10 *Johnson v. Univ. Coll. of the Univ. of Ala. in Birmingham*, 706 F.2d 1205 (11th Cir. 1983)..... 19
 11 *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88 (Cal. Ct. App. 2015) 18
 12 *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001)..... 10, 21
 13 *Kirola v. City & Cty. of San Francisco*, 860 F.3d 1164 (9th Cir. 2017)..... 14
 14 *La Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083
 15 (9th Cir. 2010)..... 9
 16 *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal. 5th 480 (Cal. 2016) 12
 17 *Lopez v. San Francisco Unified Sch. Dist.*, 385 F. Supp. 2d 981 (N.D. Cal. 2005)..... 14
 18 *Lovell v. Chandler*, 303 F.3d 1039 (9th Cir. 2002)..... 24
 19 *Missouri v. Jenkins by Agyei*, 491 U.S. 274 (1989) 14
 20 *Moreno v. City of Sacramento*, 534 F.3d 1106 (9th Cir. 2008) 13
 21 *Munson v. Del Taco, Inc.*, 46 Cal. 4th 661 (2009)..... 24
 22 *Nat’l Fed’n of the Blind of Cal. v. Uber Tech., Inc.*, Case No. 14-cv-04086 NC, 2016 WL
 23 10920461 (N.D. Cal. Dec. 6, 2016) 24
 24 *Oliver v. Ralphs Grocery Co.*, 654 F.3d 903 (9th Cir. 2011) 5
 25 *Patrick v. Bd. of Trs. of the Minneola Indep. Sch. Dist.*, 603 F. Supp. 754 (E.D. Tex. 1984)..... 19
 26 *Peak-Las Positas Partners v. Bollag*, 172 Cal. App. 4th 101 (2009) 19
 27 *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542 (2010) 10
 28 *Probe v. State Teachers’ Ret. Sys.*, 780 F.2d 776 (9th Cir. 1986) 18

1 *Ramon v. Cty. of Santa Clara*, 173 Cal. App. 4th 915 (Cal. Ct. App. 2009)..... 16

2 *Roberts v. City & Cty. of Honolulu*, 938 F.3d 1020 (9th Cir. 2019)..... 16

3 *Serrano v. Priest*, 20 Cal. 3d 25 (1977) (*Serrano III*)..... 10, 11, 13, 21

4 *Taylor v. Nabors Drilling USA, LP*, 222 Cal. App. 4th 1228 (Cal. Ct. App. 2014)..... 13, 21

5 *United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403 (9th Cir. 1990)..... 13

6 *Vargas v. Howell*, 949 F.3d 1188 (9th Cir. 2020)..... 12

7 *Vogel v. Harbor Plaza Center, LLC*, 893 F.3d 1152 (9th Cir. 2018) 10

8

9 **STATUTES, REGULATION, AND CODES**

10 28 C.F.R. § 36.401(a)(1)..... 1

11 29 U.S.C. § 794..... 23

12 42 U.S.C. § 12101(a)(7) 23

13 42 U.S.C. § 12183(a)(1)) 1

14 42 U.S.C. § 12205..... 9, 24

15 Cal. Civ. Code § 51..... 1

16 Cal. Civil Code § 52(a)..... 9

17

18

19

20

21

22

23

24

25

26

27

28

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on July 16, 2020, in Courtroom 8 of the United States District Court for the Northern District of California, located at 280 South 1st St., San Jose, California 95113, Plaintiffs will and hereby do move the Court for an award of reasonable attorney fees, costs and expenses pursuant to Federal Rule of Civil Procedure 23(h), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12205, and California Civil Code § 52(a). This motion is based upon this notice of motion and motion; the memorandum of points and authorities in support thereof; the Declarations of Guy B. Wallace, Linda M. Dardarian, Adam B. Wolf, José R. Allen, Richard M. Pearl, Steven E. Schraibman, and Jennifer A. Perez; the other records, pleadings, and papers filed in this case; and such other evidence or argument that may be presented at the hearing on this motion.

Pursuant to Local Rule 54-5, the parties met and conferred regarding this motion. As a result of those efforts, Defendants do not oppose this motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Americans with Disabilities Act of 1990 (“ADA”) and California’s Unruh Civil Rights Act (“Unruh Act”), Cal. Civ. Code § 51, *et seq.*, require that facilities constructed after January 26, 1993 be fully accessible to persons with disabilities. Levi’s Stadium (the “Stadium”), which was constructed in 2012, was not accessible. Instead, it was characterized by pervasive disability-access barriers in violation of the disability nondiscrimination mandates of the ADA and the Unruh Act. 42 U.S.C. § 12183(a)(1); 28 C.F.R. § 36.401(a)(1); Cal. Civ. Code § 51(f).

Plaintiffs and class members submitted extensive testimony describing the barriers at Levi’s Stadium, its parking lots, and the pedestrian rights of way serving the Stadium, and how those barriers denied them and their nondisabled companions full and equal access. They testified that the Stadium parking lots lacked accessible parking spaces, the sidewalks leading to the Stadium contained steep slopes and inaccessible curb ramps, the security gates to the Stadium were too narrow to accommodate their wheelchairs, there was no signage directing them to the Stadium’s elevators or its accessible seating areas, the “accessible” seating spaces were too sloped and uneven

1 for them to use without rolling backwards, many ramps inside the Stadium were too steep, the
2 restaurants lacked accessible tables, and the bars lacked lowered sections for wheelchair users.
3 They stated that these and myriad other barriers described in the Appendix of Class Member
4 Declarations (Dkt. No. 139) submitted in support of class certification resulted in a user experience
5 that one declarant described as an “access nightmare.” Dozens of others testified that these barriers
6 caused them pain, difficulty, discomfort, frustration and feelings of exclusion and relegation to
7 second-class status.

8 The settlement agreement Plaintiffs achieved will put a stop to this discrimination and
9 vindicate class members’ civil right to fully and equally enjoy Stadium events. Pursuant to the
10 settlement, the Stadium and its related facilities will be made accessible in full compliance with
11 current standards, including the 2010 ADA Standards for Accessible Design and the 2019
12 California Building Code, whichever is more demanding in its access requirements. Over 2,600
13 access barriers will be removed. The settlement sets forth detailed and enforceable remedial
14 measures and repairs for these barriers, and incorporates plans and designs prepared by Plaintiffs’
15 expert architects laying out the extensive remedial construction that will be performed at an
16 estimated minimum cost of \$12.2 million. Declaration of Steven E. Schraibman ¶ 27. In addition,
17 the settlement requires Defendants to make numerous changes in policies and procedures so that
18 persons with disabilities will have full and equal access to the Stadium’s services and amenities.
19 These changes include selling tickets for accessible seating electronically from the Box Office so
20 that class members no longer need to travel to the Stadium to purchase or exchange tickets for
21 accessible seats. Dkt. No. 375-2, § III & Exhs. A-J.

22 The comprehensive injunctive relief provided by the settlement vindicates the equality,
23 integration, and dignity mandates of the ADA and the Unruh Act. Going forward, the benefits of
24 the settlement will inure to generations of disabled and nondisabled persons alike, all of whom will
25 be able to attend football games, concerts, and other entertainment events at a fully accessible
26 Stadium. Moreover, the settlement will provide a \$24 million damages fund, all of which will be
27 paid to disabled class members as compensation for the discrimination they have suffered. This is
28 the largest class damages fund ever achieved in a disability-access case.

1 This extraordinary result did not come easily. The Forty Niners and City Defendants, along
2 with Third-Party Defendant Turner/Devcon, mounted a scorched-earth defense to this litigation for
3 over three years. Defendants denied Plaintiffs' allegations, filed multiple motions to dismiss
4 Plaintiffs' claims, stonewalled discovery—forcing Plaintiffs to file 17 motions to compel that were
5 adjudicated, prevailing on all but four—and filed two motions for partial summary judgment. The
6 difficulties created by Defendants' hardline resistance were compounded by the massive scope of
7 the case. Defendants produced over 3.4 million pages of documents; and 48 depositions were taken
8 or defended, including 16 expert depositions.

9 Notwithstanding the foregoing, Class Counsel ultimately achieved full relief for the
10 Plaintiff classes. It is well established that prevailing plaintiffs in a civil-rights class action such as
11 this are entitled to recover a fully compensatory fee as determined under the lodestar-multiplier
12 method. *See* discussion *infra* at § III.B. Because the total value of the monetary and non-monetary
13 benefits provided to class members by the settlement cannot be quantified, the percentage-of-the
14 fund method does not apply. *Id.*

15 Plaintiffs now move for the attorney fees and costs to which they are statutorily entitled.
16 Their downward-adjusted lodestar equals \$11,605,473. This is based on contemporaneous billing
17 records, as well as the hourly rates that they are paid, that local courts have awarded to them, and
18 that an expert has opined are reasonable in light of market rates. Further, applicable law dictates
19 that counsel—who worked on contingency, waited many years to recover their fees, and obtained a
20 resounding victory—should receive a lodestar multiplier of no less than 1.5.

21 Class Counsel also paid costs and expenses of \$1,198,390.10 for which they should be
22 reimbursed. This sum represents litigation costs that counsel expended reasonably in furtherance of
23 this case. Adding fees and costs, Class Counsel would be justified in seeking an award of
24 \$18,606,599.60. However, in accordance with Section XIV.A of the Settlement Agreement,
25 Plaintiffs seek \$13,457,152.40 for fees, costs and litigation expenses, which is less than full
26 compensation for their efforts in this landmark case.

1 For the Court’s convenience, attached to this brief are summary tables of Class Counsel’s
2 lodestar and recoverable costs. The declarations in support of this motion of course include the
3 back-up information for both fees and costs.

4 **II. RELEVANT PROCEDURAL AND FACTUAL BACKGROUND**

5 This case has been fought tenaciously for over three years. It settled only eleven weeks
6 before trial. At the time of settlement, there were 368 pleadings filed with the Court. The following
7 background thus provides a mere outline of the long history of this matter.

8 **A. The Complaint**

9 Abdul Nevarez called Catherine Cabalo, an attorney with Peiffer Wolf Carr & Kane
10 (“Peiffer Wolf”), in the Fall of 2015 to discuss various issues at Levi’s Stadium that impeded his
11 enjoyment of the event that his wife, Priscila, and he attended. Wolf Decl. ¶ 22. Peiffer Wolf
12 investigated the factual bases for potential claims, researched recent legal precedent, and drafted a
13 35-page complaint, which they filed on December 7, 2016. *Id.* ¶ 23. The Complaint detailed
14 numerous problems at the Stadium and its surroundings that allegedly violated the ADA and the
15 Unruh Act. Dkt. No. 1.

16 Having heard of similar stories of other mobility-disabled 49ers fans being denied access to
17 the Stadium and realizing they could obtain broader and more meaningful relief if the case were
18 pursued as a class action, the Nevarezes, through their counsel, filed an amended class action
19 complaint. Dkt. No. 50. Due to the enormity of the case, they added renowned class-action counsel,
20 Schneider Wallace Cottrell Konecky LLP (“Schneider Wallace”), along with Goldstein Borgen
21 Dardarian & Ho (“GBDH”), who also are among the nation’s preeminent law firms that litigate
22 class actions and disability access cases on behalf of discrimination victims, and whose client
23 Sebastian DeFrancesco, a 49ers season ticket holder and wheelchair user, similarly encountered
24 access barriers at the Stadium.

25 **B. Numerous Stadium Inspections and Amended Complaints**

26 It is common for Plaintiffs’ experts to inspect an allegedly non-accessible facility upon the
27 filing of an ADA case. But Defendants refused Plaintiffs’ requests to inspect the Stadium.
28

1 Accordingly, Plaintiffs needed to move this Court to permit their experts' access to the Stadium,
2 which this Court granted. Dkt. No. 105.

3 It is neither easy nor quick to inspect a Stadium that spans 1.85 million square feet, seats
4 75,000 people, and has miles of pedestrian rights of way that serve the Stadium and its parking lots.
5 For fourteen days—over a period of fifteen months—Plaintiffs' counsel and their multiple experts
6 meticulously inspected the Stadium and its surroundings. Wallace Decl. ¶ 17. They ultimately
7 discovered that virtually every area of the Stadium, its parking lots, and the paths of travel from the
8 parking lots to the Stadium violated the ADA and the Unruh Act. *Id.* Peiffer Wolf took the lead for
9 Class Counsel to work with experts regarding the inspection of the Stadium and identification of its
10 thousands of barriers. *Id.* GBDH took the lead in working with experts on access barriers in the
11 pedestrian rights of way. *Id.*

12 Cataloguing the precise location and nature of thousands of access barriers, as well as
13 potential remedies for the barriers, was equally crucial and painstaking. GBDH headed up this vital
14 task, including updating Plaintiffs' master barrier spreadsheet with new barriers and measurements
15 taken by both Plaintiffs' and Defendants' experts—compiling and organizing the evidence
16 necessary for dispositive motions, trial, and settlement. *Id.* ¶ 18. With regard to identifying
17 potential fixes for most of these barriers, Peiffer Wolf and Schneider Wallace worked closely with
18 Plaintiffs' experts to arrive at suggested alterations that would remedy the barriers fully. *Id.*

19 In accordance with *Oliver v. Ralphs Grocery Co.*, 654 F.3d 903 (9th Cir. 2011), and to
20 afford the class the greatest relief possible, counsel amended the complaint on multiple
21 occasions—mostly to add or clarify various barriers at the Stadium and its surroundings. While this
22 process might be straightforward when there is a modest number of barriers, it took a few iterations
23 of the complaint and multiple Stadium inspections by counsel and their experts to generate a full
24 and accurate list of the thousands of access barriers throughout the Stadium, the parking lots, and
25 pedestrian rights of way. Ultimately, the Fourth Amended Complaint provided the most
26 comprehensive identification of the access barriers at the Stadium and its related facilities. Dkt. No.
27 195 (providing list in Dkt. No. 195-1 (Exhibit A)).
28

1 **C. Plaintiffs Successfully Opposed Defendants’ Multiple Motions to Dismiss.**

2 Defendants did not respond by offering to remediate the illegal barriers and resolve the
3 case. Instead, they sought to dismiss the complaint. In fact, they filed multiple motions to dismiss.
4 Dkt. Nos. 28, 32, 58.

5 Schneider Wallace took the lead for Plaintiffs in opposing the motions to dismiss Plaintiffs’
6 federal and state disability-rights claims, with GBDH addressing the sufficiency of Plaintiffs’
7 government tort claims under California law. Wallace Decl. ¶ 22. The oppositions to the numerous
8 and successive dismissal motions totaled 101 pages. This Court largely denied Defendants’
9 motions to dismiss. Dkt. No 76.

10 The Forty-Niners and City Defendants then filed an Answer that denied liability and
11 asserted twenty affirmative defenses. Dkt. No. 90. They also cross-complained against Stadium
12 general contractor Turner/Devcon, who then joined in the defense of this action. Dkt. No. 107.

13 **D. Overview of Discovery**

14 Fact discovery was both arduous and heavily contested. As discussed above, Defendants
15 did not even permit a Rule 34 inspection of the Stadium until ordered to do so by the Court. The
16 rest of the discovery process was fought similarly.

17 The parties filed a total of 18 joint discovery letters—15 of which were prompted by
18 Defendants’ refusal to provide discovery sought by Plaintiffs. Schneider Wallace prepared most of
19 Plaintiffs’ motions to compel. The disputes ranged from Defendants’ disallowing Plaintiffs to
20 inspect the Stadium (Dkt. No. 98), to Defendants’ refusing to identify class members (Dkt. No.
21 108), to Defendants’ failing to produce Federal Rule of Civil Procedure 30(b)(6) designees for
22 depositions sufficiently in advance of Plaintiffs’ deadline to file a motion for class certification
23 (Dkt. No. 125), to Defendants’ not producing Electronically Stored Information (Dkt. Nos. 185 &
24 238) or the construction/alteration history for the pedestrian rights of way that serve the Stadium
25 (Dkt. No. 197). This Court ultimately agreed with Plaintiffs on each of these issues. Dkt. Nos. 205,
26 114, 130, 193, 241, 215, 218, & 241. Plaintiffs obtained relief in thirteen of these discovery
27 disputes. Wallace Decl. ¶ 23. Another two discovery disputes were not resolved at the time of
28 settlement. *Id.*

1 Plaintiffs propounded and responded to thirteen sets of document requests and
2 interrogatories, propounded fifteen sets of requests for admission, and propounded six sets of
3 subpoenas for documents. *Id.* ¶ 14. Schneider Wallace reviewed the vast majority of the 3,400,000
4 pages of documents that Class Counsel received from Defendants and third parties, while Peiffer
5 Wolf and GBDH reviewed specific groups of documents. *Id.* ¶ 16. The documents included
6 thousands of oversized construction drawings that counsel and their experts needed to analyze. *Id.*
7 In light of the volume of discovery, all three firms contributed significantly to the discovery efforts,
8 but each was assigned different responsibilities to avoid duplication of effort. *Id.*

9 Plaintiffs conducted fourteen days of inspections of the Stadium, parking lots, and
10 connecting pedestrian rights of way. *Id.* ¶ 17. The results of these inspections were set forth in six
11 detailed and highly technical expert reports and further addressed in six more rebuttal expert
12 reports in support of Plaintiffs' claims. *Id.* The experts included engineers, architects, and
13 statisticians, among other specialized fields. *Id.*

14 The deposition work was also extensive. Plaintiffs took and defended a total of 48
15 depositions. *Id.* ¶ 19. This included fifteen Rule 30(b)(6) depositions and sixteen expert
16 depositions, most of which were handled by Schneider Wallace. *Id.* Generally only one attorney
17 was responsible for each deposition, and most of the depositions were attended by only one
18 attorney, even though multiple attorneys attended for defendants. *Id.* Schneider Wallace took or
19 defended thirty-seven depositions, Peiffer Wolf took or defended seven depositions, and GBDH
20 took or defended four depositions. *Id.*

21 **E. Plaintiffs' Successful Motion for Class Certification**

22 Plaintiffs moved to certify classes for both injunctive and monetary relief. The class
23 certification motion was extensive and vigorously opposed by Defendants. The briefing in support
24 of and in opposition to class certification and related procedural motions spanned 131 pages, not
25 including numerous declarations, voluminous exhibits, and detailed expert reports submitted in
26 support of the parties' briefs. Schneider Wallace took the laboring oar with respect to the class
27 certification briefing. *Id.* ¶ 24. GBDH prepared Plaintiffs' response to the opposition to class
28

1 certification that was filed by Third-Party Defendant Turner/Devcon. *Id.* All three firms assisted
2 the experts and the class members regarding their declarations in support of class certification. *Id.*

3 On July 12, 2018, this Court issued a 43-page ruling that certified three classes: an
4 injunctive-relief class of people with mobility disabilities, an injunctive-relief class of companions
5 of people with mobility disabilities, and a damages class. Dkt. No. 186.

6 Ancillary litigation then resulted from Defendants' refusing to produce complete contact
7 information for class members or agreeing to the wording of the class certification notices. GBDH
8 led the briefing regarding notice to the class. Wallace Decl. ¶ 25.

9 **F. The Parties' Motions for Summary Judgment**

10 Both parties fully briefed two sets of motions for partial summary judgment. Plaintiffs' first
11 partial summary judgment motion sought a declaration that a substantial number of access barriers
12 within the Stadium, as well as curb cuts and sidewalks around Levi's Stadium, violated the ADA
13 and/or the Unruh Act. Dkt. No. 288. Plaintiffs supported this motion with three expert reports and
14 substantial evidence that established the illegality of these barriers. Dkt. No. 289-91. GBDH took
15 the lead on Plaintiffs' partial summary judgment motions. Wallace Decl. ¶ 28.

16 Likewise, Defendants sought partial summary judgment with regard to certain barriers that
17 Plaintiffs had identified. Dkt. No. 282. Defendants, too, supported their motion with multiple
18 expert reports that Plaintiffs rebutted in opposition. Dkt. No. 301. GBDH spearheaded Plaintiffs'
19 opposition to Defendants' motion. Wallace Decl. ¶ 28.

20 The Court did not rule on the first set of the parties' partial summary judgment motions.
21 Instead, it ordered Plaintiffs and Defendants to file partial summary judgment motions on six
22 barriers of their choosing. Dkt. No. 328. Both parties filed these motions on June 20, 2019. Dkt.
23 Nos. 349-57. Those motions were fully briefed when the case settled.

24 **G. Settlement**

25 Starting in 2018, the parties participated in eight formal mediations with highly regarded,
26 full-time mediators. Wallace Decl. ¶ 29. They engaged in many more informal settlement
27 discussions. *Id.* The settlement talks included highly detailed negotiations regarding specific
28 remedial measures and designs to address the thousands of barriers identified in the Complaint. At

1 the end of this long process, Plaintiffs obtained the relief they had sought from the beginning:
2 remediation of all illegal barriers in and around the Stadium, as well as a large damages fund.

3 Pursuant to the settlement, Defendants will remediate virtually all of the identified barriers
4 in the Stadium and its related parking lots and pedestrian rights of way. Dkt. No. 375-2 at § III. The
5 work has commenced already and will conclude no later than three years after Final Approval of
6 the settlement agreement. *Id.* at § II.D., II.F., & II.G.

7 The settlement also obligates Defendants to pay \$24 million to class members who file
8 valid claims that they experienced discrimination at Levi's Stadium during the class damages
9 period. Wallace Decl. ¶ 29. Class Counsel believe that this is the largest damages fund ever in a
10 case brought under Titles II or III of the ADA. *Id.* ¶ 132. The damages amount was resolved in
11 February 2019, after extensive negotiations and a mediator's proposal, and while the initial
12 summary judgment motions were pending. Over the following six months, the parties focused
13 their efforts on resolving injunctive-relief issues.

14 Class Counsel refused to discuss attorneys' fees and costs with Defendants until after they
15 settled the major issues of injunctive relief and damages. *Id.* ¶ 31. As the last step in the settlement
16 discussions, Defendants agreed to pay up to \$13,457,152.40 for fees and costs. *Id.* & Dkt. No. 375-
17 2 at § XIV.A. The issue of fees and costs was resolved by way of a mediator's proposal. The
18 payment of fees and costs will not diminish the injunctive relief or damages that the settlement
19 guarantees to the class. Dkt. No. 375-2 at § V.C.6.d.; Wallace Decl. ¶ 50.

20 **III. ARGUMENT**

21 Plaintiffs' requested amount of fees and costs is reasonable. In fact, the amount is less than
22 the amount to which counsel are entitled under applicable law.

23 **A. Plaintiffs Are Entitled to Fees and Costs Because They Are Prevailing Parties.**

24 Prevailing parties in cases brought pursuant to the ADA and Unruh Act are entitled to their
25 attorney fees, expenses, and costs. 42 U.S.C. § 12205; Cal. Civil Code § 52(a). A party that obtains
26 a judicially enforceable settlement agreement that provides at least some of the relief sought is a
27 "prevailing party" under these fee-shifting statutes. *La Asociacion de Trabajadores de Lake Forest*

1 *v. City of Lake Forest*, 624 F.3d 1083, 1089 (9th Cir. 2010); *Folsom v. Butte Cty. Assn. of Govts.*,
2 32 Cal.3d 668, 671 (1982). Plaintiffs are unquestionably the prevailing parties here.

3 **B. Fees Should Be Calculated Using the Lodestar-Multiplier Method.**

4 It is well-settled that fee awards in civil-rights cases should be calculated using the lodestar-
5 multiplier method. This rule applies with particular force where, as here, a settlement involves
6 money damages and substantial injunctive relief, the value of which cannot easily be quantified in
7 monetary terms but which is of tremendous importance to the Plaintiff class.

8 As this Court has held, “[i]n civil rights cases, the court should use the lodestar method
9 when calculating Plaintiffs’ reasonable attorneys’ fees.” *Huynh v. Hous. Auth. of Santa Clara*, No.
10 14-CV-02367-LHK, 2017 WL 1050539, at *4 (N.D. Cal. Mar. 17, 2017) (citing *Muniz v. United*
11 *Parcel Serv., Inc.*, 738 F.3d 214, 222 (9th Cir. 2013) (“In general, California courts, like their
12 federal counterparts, utilize the lodestar (or ‘touchstone’) approach to determine a proper fee award
13 to a prevailing plaintiff in a civil rights law suit.”)). *See also In re Bluetooth Headset Products*
14 *Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (“The ‘lodestar method’ is appropriate in class actions
15 brought under federal fee-shifting statutes (such as federal civil rights, securities, antitrust,
16 copyright, and patent acts), where the relief sought—and obtained—is often primarily injunctive in
17 nature and thus not easily monetized, but where the legislature has authorized the award of fees to
18 ensure compensation for counsel undertaking socially beneficial litigation.”); *Hanlon v. Chrysler*
19 *Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998).

20 Indeed, the Supreme Court has held that the lodestar method is the “guiding light” for
21 determining fees in civil-rights cases. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 551 (2010).
22 More particularly, the Ninth Circuit has held that the lodestar method should be used to determine
23 a reasonable fee in disability-rights cases under the ADA. *See, e.g., Vogel v. Harbor Plaza Center,*
24 *LLC*, 893 F.3d 1152, 1158 (9th Cir. 2018); *Antoninetti v. Chipotle Mex. Grill, Inc.*, 643 F.3d 1165,
25 1176 (9th Cir. 2010). Similarly, the California Supreme Court has held that the lodestar-multiplier
26 method should be used to determine a reasonable fee award in cases involving a fee-shifting statute
27 such as the Unruh Act. *See, e.g., Ketchum v. Moses*, 24 Cal. 4th 1122, 1135-36 (2001); *Serrano v.*
28 *Priest*, 20 Cal. 3d 25, 48 & n.23 (1977) (*Serrano III*).

1 Moreover, the Ninth Circuit has held that there is no need to perform a cross-check against
2 the percentage-of-recovery method where the lodestar has been determined:

3 [W]e do not require courts employing the lodestar method to perform a ‘crosscheck’
4 using the percentage method. This would make ‘little logical sense,’ [citation
5 omitted], because ‘the lodestar method yields a fee that is presumptively
6 [reasonable].’” [Citation omitted.] The percentage method is merely a shortcut to be
used ‘in lieu of the often more time-consuming task of calculating the lodestar,’ but
only if ‘the benefit to the class is easily quantified.’ [citing *Bluetooth*, 654 F.3d at
942] Even then, it is at best a rough approximation of a reasonable fee.

7 *In re Hyundai & Kia Fuel Economy Litig.*, 926 F.3d 539, 571 (9th Cir. 2019) (en banc).

8 California law is equally clear. The California Supreme Court has stated that when, as here,
9 counsel’s fee will not be deducted from a settlement fund established for class members, a
10 common-fund approach to fees is “inapplicable.” *Serrano III*, 20 Cal. 3d at 37-38; *see also, e.g.*,
11 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1809-10 (Cal. Ct. App. 1996) (“In [*Serrano III*],
12 the Supreme Court acknowledged the use of a percentage method in common fund cases, but
13 concluded there was no evidence the parties intended the attorney fees would be paid out of any
14 common fund that had been created, so the doctrine was inapplicable. (*Id.* at pp. 37-38.) Similarly,
15 here the evidence demonstrates the attorneys were not to be paid from the ‘coupon fund,’ but from
16 a distinct amount not exceeding \$1.5 million.”). Instead, the lodestar method should be used to
17 calculate fees. *Dunk*, 48 Cal. App. 4th at 1810.

18 Accordingly, the Court should use the lodestar method to determine a reasonable award of
19 Plaintiffs’ attorneys’ fees. Injunctive relief is the primary relief obtained and the focus of the
20 settlement agreement that resolves this civil-rights class action. The settlement contains extensive
21 and detailed provisions for bringing the Stadium and its related facilities into full compliance with
22 current disability-access standards, as well as requiring significant changes in Defendants’ policies
23 and procedures regarding ticketing and other services. In addition, the settlement provides a
24 damages fund of \$24 million. Because the settlement includes both monetary relief and substantial
25 non-monetary relief that is impossible to quantify with accuracy, neither awarding fees on the basis
26 of a percentage of the class recovery nor using the percentage method as a cross-check would be
27 appropriate. And “cross-checking” Class Counsel’s lodestar as a percentage of the portion of the
28 settlement that is quantifiable—the \$24 million damages fund—would be misleading because the

1 implicit assumption of such a comparison is that the value of the injunctive relief provided by the
 2 settlement to the class members is effectively zero. To the contrary, the value to the class members
 3 of a fully accessible Stadium, parking lots, and the related pedestrian rights of way is both
 4 enormous and incalculable. Indeed, the injunctive relief conferred by the settlement is more than
 5 sufficient to support the award of Class Counsel’s entire lodestar (and a multiplier, as discussed
 6 later) for the outstanding result obtained, even if no monetary damages had been recovered.

7 Finally, although the percentage-of-the-fund method does not apply here—as either a basis
 8 to compute fees or as a cross-check against the lodestar—Plaintiffs’ requested fees and costs would
 9 also be reasonable if that method were used given the results achieved in this case and the risks
 10 undertaken by Class Counsel. Plaintiffs’ requested \$12.16 million in attorneys’ fees would equal
 11 32.5% of a hypothetical common fund comprised of the sum of \$24 million dollars in class
 12 damages, \$100,000 in settlement administration costs that Defendants are paying on behalf of the
 13 class, and \$13.46 million in Plaintiffs’ attorneys’ fees and costs. The Ninth Circuit and the
 14 California Supreme Court have held that fee awards of 33% or more of a common fund are
 15 permissible. *In re Hyundai & Kia*, 926 F.3d at 571; *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373,
 16 379 (9th Cir. 1995); *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal. 5th 480, 487, 506 (Cal. 2016)
 17 (approving fee of 33.3% equating to 2.03-2.13 multiplier). This is especially true when there is
 18 substantial, but unquantifiable, injunctive relief in addition to monetary relief. *Castaneda v. Burger*
 19 *King Corp.*, No. C 08-04262 WHA, 2010 WL 2735091, at *3-4 (N.D. Cal. July 12, 2010)
 20 (approving fee award of 33% of the damages fund in ADA access case against Burger King
 21 because “the monetary damages in this settlement—although quite substantial—are only part of the
 22 relief obtained for class members” under the settlement which also required “injunctive relief at the
 23 ten restaurants in question to eliminate accessibility barriers”); *see also* Declaration of Richard
 24 Pearl ¶¶ 66-71.¹

25 _____
 26 ¹ Relatedly, the Supreme Court, the Ninth Circuit, and the California Court of Appeal have
 27 rejected any rule or requirement of proportionality between counsel’s lodestar and the amount of
 28 damages recovered by the plaintiffs in civil-rights cases. *See, e.g., City of Riverside v. Rivera*, 477
 U.S. 561, 578, 580 (1986); *Vargas v. Howell*, 949 F.3d 1188, 1196 (9th Cir. 2020) (“It is *not per se*
 unreasonable for attorneys to receive a fee award that exceeds the amount recovered by their

(cont'd)

1 **C. Plaintiffs’ Lodestar Is Reasonable.**

2 The lodestar method multiplies the reasonable number of hours worked by the market rates
 3 for the attorney. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008); *Serrano III*,
 4 20 Cal. 3d at 48. The lodestar for Class Counsel in this matter is \$11,605,473. This figure derives
 5 from counsel’s contemporaneously kept time records—after reducing them in the interest of billing
 6 judgment—and the hourly rates for similarly skilled counsel handling similarly complex litigation
 7 in this District, which Class Counsel have been paid in other cases.

8 1. Class Counsel’s hourly rates are reasonable.

9 Counsel are entitled to the prevailing market hourly rates for attorneys of similar skill and
 10 experience handling similarly complex litigation in the relevant community. *Blum v. Stenson*, 465
 11 U.S. 886, 895 n.11 (1984); *Children’s Hosp. & Med. Ctr. v. Boma*, 97 Cal. App. 4th 740, 783 (Cal.
 12 Ct. App. 2002). The “relevant community” is the forum district. *Gates v. Deukmejian*, 987 F.2d
 13 1392, 1405 (9th Cir. 1992).

14 Market rates for civil-rights matters are “governed by the same standards which prevail in
 15 other types of equally complex federal litigation” *Hensley v. Eckerhart*, 461 U.S. 424, 430 n.4
 16 (1983). There are three typical ways to establish the market rate for an attorney in a fee-shifting
 17 case: the rates that this District recently approved for the same or comparable counsel, the rates at
 18 which counsel have been paid recently by cash-paying clients on an hourly basis, and the sworn
 19 declarations of counsel with extensive knowledge of the rates charged and awarded in the relevant
 20 market. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008); *United Steelworkers*
 21 *of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990).

22 The requested rates for counsel are supported by all three of these standard methods. Some
 23 of Class Counsel have had rates approved recently in this District; others have been paid these
 24 hourly rates within the past couple years; and all of them are discussed by José R. Allen, a long-
 25 clients.”) (citation omitted); *Fair Housing of Marin v. Combs*, 285 F.3d 899, 908-09 (9th Cir.
 26 2002) (rejecting proportionality requirement and affirming fee award “more than five times the
 27 amount of the compensatory and punitive damage awards combined”); *Taylor v. Nabors Drilling*
 28 *USA, LP*, 222 Cal. App. 4th 1228, 1251 (Cal. Ct. App. 2014) (affirming lodestar award that
 exceeded the damages recovery and rejecting any proportionality requirement). That is particularly
 true in cases, as here, in which defendants litigate tenaciously, driving up the fees and costs that
 plaintiffs must expend in order to prevail.

1 time litigator in this District, and Richard Pearl, a Bay Area-based expert on attorney fees, who
 2 confirm that the hourly rates requested by Class Counsel are well within the range of market rates
 3 for similar attorneys who handle similarly complex litigation in the Northern District of California.

4 Class Counsel are highly regarded members of the civil-rights bar who have extensive
 5 experience in complex civil litigation, including disability-rights class actions. A summary of each
 6 Class Counsel firm is below—with supporting information contained in simultaneously filed
 7 declarations. The rates requested by Class Counsel for each person who billed in this case are
 8 reasonable in this District for the work performed in this case. Pearl Decl. ¶ 39; Declaration of José
 9 R. Allen ¶ 17; *see also* Wallace Decl. ¶ 4-6, 83-106 (listing qualification of counsel and staff at his
 10 firm and their rates); Dardarian Decl. ¶¶ 4-18, 36-37 (listing qualification of counsel and staff at
 11 her firm and their rates); Wolf Decl. ¶ 4-13, 26-37 (listing qualification of counsel and staff at his
 12 firm and their rates).

13 Schneider Wallace is one of the nation's premier law firms that litigates complex consumer
 14 class actions, including class actions for disability access. Wallace Decl. ¶¶ 5-7. The 2019 rates for
 15 Schneider Wallace's attorneys range from \$575 to \$925, and the 2019 rate for the firm's paralegal
 16 who worked on this matter was \$300.² *Id.* ¶ 82. Upon review of their experience, other
 17 qualifications, the nature of their work, and the results achieved in this case, Mr. Pearl has opined
 18 that these rates are reasonable for similar counsel and staff in the Northern District of California.
 19 Pearl Decl. ¶ 39.

20 Mr. Wallace's hourly rate of \$925 is in line with rates charged by similarly skilled attorneys
 21 in the area. *Id.* ¶ 39. Mr. Wallace is well-recognized as one of the nation's leading litigators in the
 22 field of systemic disability access. *See, e.g., Lopez v. San Francisco Unified Sch. Dist.*, 385 F.
 23 Supp. 2d 981, 991 (N.D. Cal. 2005). In fact, Mr. Wallace was the lead litigator in a number of prior
 24 cases that were cited by the parties in this matter. *See, e.g., Kirola v. City & Cty. of San Francisco*,

25 _____
 26 ² Under United States Supreme Court and California Supreme Court case law, Class Counsel
 27 would be justified in using their current (*i.e.*, 2020) hourly rates. The use of current rates in this
 28 fee-shifting case is a means for compensating for delayed payment over the years that this case has
 been litigated. *Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283-84 (1989); *Graham v.*
DaimlerChrysler Corp., 34 Cal. 4th 553, 584 (2004). However, Class Counsel are seeking payment
 at their 2019 rates.

1 860 F.3d 1164 (9th Cir. 2017). His rates have been approved recently by a number of courts within
2 this District. Wallace Decl. ¶ 77.

3 GBDH is one of the country's oldest and leading civil-rights law firms that litigates class
4 and complex public-interest cases nationally on behalf of plaintiffs, including class action
5 disability-access cases. Dardarian Decl. ¶¶ 2-3, 6-12. The rates for GBDH's attorneys range from
6 \$925 to \$400, and the rates for the firm's paralegals and other non-attorney staff range from \$325
7 to \$275. Dardarian Decl. ¶¶ 47. Upon review of their experience, other qualifications, the nature of
8 their work and the results achieved in this case, Mr. Pearl has opined that these rates are reasonable
9 for similar counsel and staff in this District. Pearl Decl. ¶ 39.

10 Ms. Dardarian's 2019 hourly rate of \$925 is reasonable for an attorney of her experience
11 and caliber in this District. *Id.* Ms. Dardarian is widely regarded as one of the finest and most
12 experienced disability-rights litigators in the United States, with decades of expertise in negotiating
13 systemic injunctive relief on behalf of classes of clients. She is Vice Chair of the Board of
14 Directors of the Disability Rights Bar Association, and she has received numerous awards for
15 groundbreaking results in novel and difficult disability-rights matters. Dardarian Decl. ¶ 18.
16 GBDH's rates have been approved recently by a number of courts in this District and paid by
17 defendants in settlement of several disability-access cases. *Id.* ¶¶ 50-51.

18 Peiffer Wolf is a highly renowned national law firm that litigates civil-rights cases,
19 groundbreaking complex civil matters, and important class actions. Wolf Decl. ¶¶ 2-3. The 2019
20 rates for Peiffer Wolf's attorneys range from \$975 to \$435, and the rate for the firm's paralegal
21 who worked on this matter was \$290. Wolf Decl. ¶ 40. Upon review of their experience,
22 qualifications, the nature of their work, and the results achieved, Mr. Pearl has opined that these
23 rates are reasonable for similar counsel and staff in this District. Pearl Decl. ¶ 39.

24 Mr. Wolf's 2019 hourly rate of \$830 is reasonable for an attorney of his experience and
25 caliber in this District. *Id.* Mr. Wolf is a highly respected civil-rights attorney—having successfully
26 argued civil-rights cases in the United States Supreme Court and numerous courts of appeals
27 throughout the country. Wolf Decl. ¶¶ 4-11. He is the recipient of the *California Lawyer* Attorney
28 of the Year award and lectures around the country regarding civil rights, constitutional law, and

1 complex civil litigation. *Id.* ¶¶ 9, 11. Mr. Wolf’s requested rate is in line with hourly rates for
2 which he is compensated by cash-paying clients. *Id.* ¶ 13.

3 Based on Plaintiffs’ evidentiary showing submitted herewith, the Court should find that
4 counsel’s hourly rates are reasonable.

5 2. The number of hours claimed, which are supported by detailed and
6 contemporaneous billing records, is reasonable.

7 The hours sought by counsel were memorialized contemporaneously and reasonably spent
8 in furtherance of the claims in this case. Class Counsel worked extremely hard on this lawsuit.
9 They devoted a substantial amount of time to this matter—without unnecessary duplication of
10 work—because the case required it and Defendants’ litigation positions demanded it.

11 Counsel should be compensated for all time that they reasonably expended. *Hensley*, 461
12 U.S. at 433. In reviewing time records, courts recognize that attorneys representing the prevailing
13 party should be compensated for “every item of service” that a reasonable lawyer would have
14 performed to protect the client’s interest. *Armstrong v. Davis*, 318 F.3d 965, 971 (9th Cir. 2003)
15 (quoting *Hasbrouck v. Texaco, Inc.*, 879 F.2d 632, 638 (9th Cir. 1989)); *Ramon v. Cty. of Santa*
16 *Clara*, 173 Cal. App. 4th 915, 925 (Cal. Ct. App. 2009). That is true, regardless of whether a
17 particular motion or subject of counsel’s time was successful. *Jacobson v. Persolve, LLC*, Case No.
18 14-CV-00735-LHK, 2016 WL 7230873, at *11 (N.D. Cal. Dec. 14, 2016) (noting that time for a
19 particular task should not be reduced on grounds that it was unsuccessful) (citing cases). Time
20 should be compensated so long as it was part of a reasonable attempt to advance the position of the
21 class. *Roberts v. City & Cty. of Honolulu*, 938 F.3d 1020, 1026 (9th Cir. 2019) (stating that the
22 “court should consider in light of the entire record whether a reasonable attorney with his client’s
23 interests in mind would have” performed the claimed work).

24 The time devoted by each attorney and staff member for this matter is detailed in Class
25 Counsel’s accompanying declarations. Wallace Decl. ¶ 108, 117 & Exh. E; Dardarian Decl. ¶ 42 &
26 Exh. B; Wolf Decl. ¶ 16, 20 & Exh. A. All of this time was reasonable and necessary to prosecute
27 this case on behalf of the Plaintiff classes. *Id.*; *see also* Pearl Decl. ¶ 43; Allen Decl. ¶ 19.

1 Here, Class Counsel and their firms kept contemporaneous, detailed, itemized time
2 records—in six-minute increments—for the work they reasonably conducted on behalf of the
3 Class. Their records demonstrate that counsel spent time on the following categories of work:

- 4 • conducting a necessarily extensive legal and factual investigation of Plaintiffs’ claims;
- 5 • drafting Plaintiffs’ complaint, which was amended multiple times to include an
6 increasingly comprehensive list of physical access barriers discovered during successive
7 site inspections;
- 8 • maintaining regular contact with hundreds of class members and witnesses;
- 9 • engaging in extensive written discovery, including 13 sets of document requests (11
10 propounded by Plaintiffs, 2 propounded by Defendants), 6 sets of document subpoenas (all
11 propounded by Plaintiffs); 13 sets of interrogatories (9 propounded by Plaintiffs, 4
12 propounded by Defendants), and 15 sets of requests for admission (all propounded by
13 Plaintiffs);
- 14 • reviewing and analyzing 3.4 million pages of documents produced by Defendants and third
15 parties, including thousands of sheets of oversize construction drawings of the Stadium and
16 its related facilities;
- 17 • performing 14 days of inspections of the Stadium, parking lots, shuttles/golf carts, and
18 connecting pedestrian rights of way;
- 19 • identifying and retaining 11 experts;
- 20 • working with experts to produce 6 opening expert reports and 6 rebuttal reports;
- 21 • taking and defending 48 depositions, including 16 Rule 30(b)(6) depositions and 16 expert
22 depositions;
- 23 • developing, continually updating, and analyzing a database of over 2,600 physical access
24 barriers, which include the precise locations of each barrier, the statute or regulation that
25 each violated, and expert opinion on how each should be remedied;
- 26 • researching and drafting numerous and varied motions and oppositions to motions,
27 including but not limited to two separate sets of oppositions to Defendants’ multiple
28 motions to dismiss, as well as Plaintiffs’ motion for class certification, motion for class

1 notice, motion to exclude expert testimony, two motions for partial summary judgment,
2 and oppositions to Defendants' two motions for partial summary judgment;

- 3 • researching and drafting Plaintiffs' portions of 18 letter briefs regarding discovery
4 disputes, of which 17 were filed by Plaintiffs, who received relief in 13 (and another 2
5 were not resolved by the Court when the parties settled); and
- 6 • participating in eight mediation sessions and numerous informal settlement meetings,
7 which led to a comprehensive class settlement agreement that will provide substantial
8 injunctive relief and a \$24,000,000 settlement fund for people with mobility disabilities.

9 All of this work is compensable under the ADA and California law. *See, e.g., Hensley*, 461 U.S. at
10 431 (courts should compensate counsel for all time reasonably spent in pursuit of the ultimate
11 result in the case); *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982).

12 Counsel's time records and declarations are strong evidence that their hours are reasonable.
13 *See, e.g., Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1081 (N.D. Cal. 2010) ("An attorney's sworn
14 testimony that, in fact, it took the time claimed is evidence of considerable weight on the issue of
15 the time required.") (citations omitted); *Horsford v. Bd. of Trustees of Cal. State Univ.*, 132 Cal.
16 App. 4th 359, 396 (Cal. Ct. App. 2005) (stating that "the verified time statements of the attorneys,
17 as officers of the court, are entitled to credence in the absence of a clear indication the records are
18 erroneous"). The Ninth Circuit repeatedly has instructed district courts to "defer to the winning
19 lawyer[s'] professional judgment as to how much time [they were] required to spend on the case."
20 *Chaudhry v. City of Los Angeles*, 751 F.3d 1096, 1111 (9th Cir. 2014) (quoting *Moreno*, 534 F.3d
21 at 1112); *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 104 (Cal. Ct. App. 2015).

22 There was no unnecessary duplication of effort by counsel. As the Ninth Circuit has
23 recognized, "broad-based class litigation often requires the participation of multiple attorneys." *Davis*
24 *v. City & Cnty. of San Francisco*, 976 F.2d 1536, 1544 (9th Cir. 1992), *vacated in part on other*
25 *grounds*, 984 F.2d 345 (9th Cir. 1993). The presence of multiple attorneys in complex litigation is
26 common and often reasonable. *See, e.g., Democratic Party of Wash. State v. Reed*, 388 F.3d 1281,
27 1286-87 (9th Cir. 2004); *Probe v. State Teachers' Ret. Sys.*, 780 F.2d 776, 785 (9th Cir. 1986). In fact,
28 Defendants used multiple attorneys from different defense firms: Gordon Rees Scully Mansukhani,

1 LLP; Lombardi, Loper & Conant; and Creech, Liebow & Roth. As the court said in *Patrick v. Board of*
 2 *Trustees of the Minneola Indep. Sch. Dist.*, 603 F. Supp. 754, 759 (E.D. Tex. 1984), “what is sauce for
 3 the goose is sauce for the gander.”

4 Given the necessity for multiple counsel, a reduction for duplication is “warranted only if the
 5 attorneys are *unreasonably* doing the *same* work.” *Johnson v. Univ. Coll. of the Univ. of Ala. in*
 6 *Birmingham*, 706 F.2d 1205, 1208 (11th Cir. 1983) (emphasis in original). Here, Class Counsel made
 7 every effort to assign tasks among the three firms to maximize efficiency. Wallace Decl. ¶ 72.
 8 Generally, primary responsibility was assigned to a single firm for each required task—for
 9 example, drafting a motion, taking a deposition, propounding a set of written discovery—in order
 10 to minimize the duplication of effort. *Id.*; *see also supra* Section II.

11 Finally, it is well-settled that a reasonable fee award must take into account whether the
 12 defendant mounted an aggressive defense. *See, e.g., Frank Music Corp. v. MGM, Inc.*, 886 F.2d 1545,
 13 1557 (9th Cir. 1989) (“Time spent by plaintiffs’ counsel responding to motions or actions by the
 14 defendant should not be excluded from the fee award. Although [defendants] had the right to play
 15 hardball in contesting [plaintiffs’] claims, it is also appropriate that [defendants] bear the cost of their
 16 obstructionist strategy.”) (internal quotation marks omitted); *Dept. of Fair Employment & Housing v.*
 17 *Law School Admission Council Inc.*, No. 12-cv-01830-JCS, 2018 WL 5791869, at *5 (N.D. Cal. Nov.
 18 5, 2018) (noting that “deference to the hours a party actually devoted to litigation is particularly
 19 appropriate where its adversary adopted a full-court-press strategy of vigorously litigating all possible
 20 issues in a case”); *Peak-Las Positas Partners v. Bollag*, 172 Cal. App. 4th 101, 114 (Cal. Ct. App.
 21 2009) (“A defendant ‘cannot litigate tenaciously and then be heard to complain about the time
 22 necessarily spent by the plaintiff in response.’”) (citation omitted).

23 As discussed, Defendants’ litigation tactics greatly increased the amount of time Class
 24 Counsel needed to devote to this case. Plaintiffs requested that Defendants stipulate to various
 25 things, from routine authentication of documents to class certification, but Defendants refused to
 26 do so. (Defendants agreed to document authentication only after forcing Class Counsel to draft a
 27 substantial number of requests for admission regarding authentication.) Defendants also
 28 stonewalled much of Plaintiffs’ discovery. For example, Plaintiffs requested a class list at the

1 outset of this litigation. Despite well-settled authority entitling Plaintiffs to this information,
 2 Defendants refused to produce it. That forced Plaintiffs to file a motion to compel via joint letter
 3 brief that was granted in full by Magistrate Judge Van Keulen. Dkt. No. 114. Even after
 4 certification of the injunctive-relief and damages classes, Defendants continued their refusal to
 5 provide contact information for certain class members who were not included on the initial,
 6 incomplete class list that Defendants compiled. Again, Plaintiffs were required to file letter briefs
 7 with the Court, which were granted. Dkt. Nos. 231 & 268. Similarly, Defendants initially refused
 8 to allow Plaintiffs to conduct even the most basic expert inspections of Levi's Stadium. Plaintiffs
 9 were forced to present this issue to the Court and obtain an order compelling those inspections.
 10 Dkt. No. 205. In total, Plaintiffs needed to file 18 joint letter briefs on discovery disputes.

11 3. Calculation of lodestar and voluntary lodestar reduction.

12 Class Counsel's lodestar for this contentious and highly successful case is \$11,605,473.00.
 13 Wallace Decl. ¶ 117 (calculating his firm's lodestar); Dardarian Decl. ¶ 41 (calculating her firm's
 14 lodestar); Wolf Decl. ¶ 40 (calculating his firm's lodestar); *see also* Lodestar Exhibit.

15 However, in the exercise of billing judgment, Class Counsel have calculated a reduced
 16 lodestar based on a reduction in the number of hours they devoted to this matter. First, they have
 17 removed from their lodestar all time spent by attorneys and staff who billed less than 30 hours on
 18 the case. Wallace Decl. ¶ 110; Dardarian ¶ 40; Wolf Decl. ¶ 18. They then exercised additional
 19 billing judgment as set forth in the declarations of counsel. Wallace Decl. ¶¶ 110-11; Dardarian
 20 ¶ 40; Wolf Decl. ¶ 18.³ The resulting lodestar is \$11,605,473, a total reduction of 10.69%.
 21 Wallace Decl. ¶ 112; Dardarian ¶ 41; Wolf Decl. ¶ 19. Thus, Class Counsel have exercised
 22 appropriate billing judgment. *See, e.g., Davis*, 976 F.2d at 1543 (5% billing reduction by counsel
 23 sufficient to address clerical time and other billing errors).

24
 25
 26 ³ For example, Counsel have eliminated all time spent in connection with the motion for a
 27 temporary restraining order, their opposition to Ticketmaster's motion to compel arbitration, and
 28 most time spent in connection with requests for admission that were the addressed in Defendants'
 motion for a protective order. Wallace Decl. ¶ 111. Counsel have also billed for the presence of
 only two attorneys at Case Management Conferences. *Id.*

1 **D. A Lodestar Multiplier of 1.5 or More Is Warranted Under California Law.**

2 While the lodestar is the starting point for calculating fees for civil-rights plaintiffs in a fee-
3 shifting case, it is common to apply a multiplier to the lodestar—particular when, as here, claims
4 were brought under California law in addition to federal law. Courts within this District regularly
5 award multipliers in systemic disability-access cases after calculating the lodestar. Whereas a
6 multiplier of 2.0 would be appropriate in this matter, Plaintiffs request a multiplier of 1.5, which is
7 well-supported under the case law, subject to the limitations on fees and costs set forth in Section
8 XIV.A of the Settlement Agreement.

- 9 1. Each lodestar-multiplier factor favors a significant enhancement in this
10 important case that produced truly extraordinary results.

11 Under California law, courts consider the following factors in determining whether a
12 lodestar multiplier is appropriate: (1) contingent risk to counsel, (2) novelty and difficulty of the
13 questions involved, (3) skill required to perform the legal services properly, (4) preclusion of other
14 employment by the attorneys, and (5) the result obtained and the importance of the lawsuit to the
15 public. *Ketchum*, 24 Cal. 4th at 1132; *Serrano III*, 20 Cal. 3d at 49. Courts often award a multiplier
16 where one or more factors are met. *See, e.g., Ketchum*, 24 Cal. 4th at 1132-33; *Taylor*, 222 Cal.
17 App. 4th at 1251-52 (affirming award of multiplier of 1.4 - 1.5 based on contingent risk and
18 preclusion of other employment opportunities alone); *Horsford*, 132 Cal. App. 4th at 400 (stating
19 that refusal to award a multiplier in important cases has been held to be reversible error). Here, *all*
20 of the factors militate in favor of a multiplier.

21 The first factor—representing clients on contingency—weighs heavily in the analysis. The
22 California Supreme Court has held that courts typically should award a multiplier of counsel’s
23 lodestar when, as here, counsel undertook the representation on contingency. *Ketchum*, 24 Cal. 4th
24 at 1132-33. It reasoned: “A lawyer who both bears the risk of not being paid and provides legal
25 services is not receiving the fair market value of his work if he is paid only for the second of these
26 functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” *Id.*
27 at 1133. A multiplier does not provide a windfall for counsel, because the multiplier “is intended to
28

1 approximate market-level compensation for such services which typically pay a premium for the
2 risk of nonpayment or delay in payment of attorney fees.” *Id.* at 1138.

3 Here, counsel represented the Plaintiff classes entirely on a contingency-fee basis. Over a
4 four-and-a-half year period, they spent 16,850.4 hours and approximately \$1.2 million in out-of-
5 pocket expenses, without any guarantee of payment. Wallace Decl. ¶ 128; Dardarian Decl. ¶¶ 42,
6 54, 59; Wolf Decl. ¶ 15. As discussed above, for this reason alone, a multiplier is justified.

7 The second factor—novelty and difficulty of the questions involved—likewise favors a
8 multiplier. Plaintiffs’ counsel, who litigate many important disability-access cases, believe this is
9 one of the largest Title III ADA class actions in history. Counsel and their experts uncovered an
10 incredible number of illegal barriers—more than 2,600—in and around Levi’s Stadium. Identifying
11 these access barriers required a detailed analysis of the Stadium’s construction history, which
12 implicated several versions of building codes and regulations. Moreover, the illegal conduct in this
13 case was not cabined to physical access barriers, but included highly uncommon issues such as
14 ticketing. This also is one of the rare disability-access cases in recent years in which a damages
15 class was certified, and the first to obtain certification of a companion class. The novelty and
16 breadth of the case, in addition to the number of barriers, posed substantial challenges that counsel
17 needed to navigate and overcome.

18 Third, the successful prosecution of this challenging matter required abundant skill.
19 Plaintiffs’ counsel needed an encyclopedic knowledge of the ADA and its regulations, a deep
20 understanding of a massive stadium and its surroundings, and the ability to communicate
21 meaningfully and sensitively with class members who encountered access problems at the Stadium.
22 Class Counsel assembled a team of eleven experts, exacted vital concessions from Defendants’
23 experts that featured prominently in Plaintiffs’ summary judgment motions (and trial plan), and
24 figured out how to remediate thousands of illegal barriers in an intensive time period.

25 Fourth, this litigation precluded Plaintiffs’ counsel from engaging in other work. There are
26 only so many cases that Class Counsel can litigate at one time. Consequently, there were other
27 meritorious cases on which Class Counsel would have worked—and which likely would have
28

1 generated substantial fees on a shorter timeframe—if they had not been consumed with this matter.
2 Wallace Decl. ¶ 130; Dardarian Decl. ¶ 66; Wolf Decl. ¶ 43.

3 Fifth, the excellent results obtained and the importance of this case weigh heavily in favor
4 of a multiplier. There can be no reasonable dispute that the injunctive relief provided by the
5 settlement is excellent and represents an extraordinary level of success. As discussed, the
6 settlement will remediate more than 2,600 barriers in the Stadium, the parking lots and the
7 pedestrian rights of way that serve the Stadium. This is over 99% of the barriers identified by
8 Plaintiffs. Wallace Decl. ¶ 52. The settlement specifies in detail the nature of the construction and
9 repairs that must be completed by Defendants. As a result of the settlement, the Stadium will be
10 brought into compliance with the 2010 ADAS or the 2019 CBC, whichever provides greater
11 access, thus dramatically improving accessibility and usability for persons with mobility
12 disabilities and their nondisabled companions. In addition, the settlement provides extensive
13 injunctive relief regarding the Stadium’s ticketing services and operations. Finally, the settlement
14 provides a non-reversionary damages fund of \$24 million—believed to be the largest such fund
15 ever achieved in a case alleging claims under the public facilities and accommodations provisions
16 of the ADA.

17 Moreover, the civil rights vindicated and the resulting benefit to the general public make
18 this case vitally important. Plaintiffs have fully vindicated the core civil-rights purposes of disability
19 nondiscrimination law: Congress enacted the ADA to enable persons with disabilities to live full and
20 independent lives to the maximum extent possible. 42 U.S.C. § 12101(a)(7). Congress sought to
21 achieve this purpose by requiring covered entities to remove access barriers that impede or limit the
22 ability of persons with disabilities to have equal access to public facilities. *See, e.g., Cohen v. City of*
23 *Culver City*, 754 F.3d 690, 694-95 (9th Cir. 2014); *Ability Ctr. of Greater Toledo v. City of Sandusky*,
24 385 F.3d 901, 909 (6th Cir. 2004) (“Congress, aside from merely hoping to curtail intentional
25 discrimination against the disabled, aimed to improve the quality of the lives of the disabled by
26 requiring that public entities—as well as other entities subject to the Act’s requirements—eliminate
27 barriers to physical access . . .”). California’s disability civil-rights statutes likewise have the principal
28 purposes of eliminating physical access barriers and facilitating the full and equal participation of

1 persons with disabilities in all aspects of public life. *See, e.g., Munson v. Del Taco, Inc.*, 46 Cal. 4th
 2 661, 673 (2009); *Donald v. Café Royale, Inc.*, 218 Cal. App. 3d 168, 177-78 (Cal. Ct. App. 1990). The
 3 settlement of this case fully vindicates these legislative purposes.

4 2. The requested multiplier falls well within an accepted range.

5 A substantial multiplier is justified because every factor supporting a lodestar enhancement
 6 is easily satisfied. Courts within this District regularly award multipliers in systemic disability-
 7 access cases using the lodestar methodology. For instance, Judge Alsup awarded fees based on a
 8 multiplier of “just under 2.0” in an ADA/Unruh Act class action where the settlement, as in this
 9 case, required creation of a damages fund and injunctive relief, in addition to a separate payment of
 10 attorney fees. *Castaneda*, 2010 WL 2735091, at *3-4. Likewise, Judge Patel awarded a 1.65
 11 multiplier to the plaintiffs in *National Federation of the Blind v. Target Corporation*, a disability-
 12 access class action that also involved claims under the ADA and Unruh Act. Case No. C 06-01802
 13 MHP, 2009 WL 2390261, at *8-9 (N.D. Cal. Aug. 3, 2009); *see also Chabner v. United of Omaha*
 14 *Life Ins. Co.*, Case No. C-95-0447 MHP, 1999 WL 33227443, at *7 (N.D. Cal. Oct. 12, 1999)
 15 (granting multiplier of 2.0); *Nat’l Fed’n of the Blind of Cal. v. Uber Tech., Inc.*, Case No. 14-cv-
 16 04086 NC, 2016 WL 10920461, at *2 (N.D. Cal. Dec. 6, 2016) (granting multiplier of 1.5 in
 17 disability-access class action involving claims under the ADA and Unruh Act); *see also Allen*
 18 Decl. ¶ 21.

19 In light of the extraordinary results in this case, a multiplier of 2.0 would be justified. But
 20 Plaintiffs seek a multiplier of 1.5, which is well within the range awarded in similar cases in this
 21 District. Pearl Decl. ¶ 64.

22 **E. Plaintiffs’ Litigation Costs Are Recoverable and Reasonable.**

23 The ADA authorizes the recovery of reasonable costs and expenses that counsel advanced
 24 to further the litigation. 42 U.S.C. § 12205. Recoverable items include expert fees, deposition
 25 transcripts, travel, mediation fees, telephone, copying and printing, and the array of other litigation-
 26 based costs that are needed to prosecute a case of this magnitude. *Lovell v. Chandler*, 303 F.3d
 27 1039, 1058 (9th Cir. 2002); *Davis*, 976 F.2d at 1556.

1 Class Counsel have incurred \$1,198,390.10 in recoverable litigation costs and expenses.
2 Declaration of Jennifer A. Perez ¶ 21 & Exhs. thereto; *see also* Wallace Decl. ¶¶ 122-25; Dardarian
3 Decl. ¶¶ 52-58; Wolf Decl. ¶¶ 46-48. These costs already have been paid by Class Counsel—
4 sometimes years ago in this protracted litigation. *Id.* All of these costs were reasonably incurred to
5 advance the litigation. *Id.*; *see also* Pearl Decl. ¶ 72.

6 **F. Plaintiffs' Requested Award of Fees and Costs are Reasonable.**

7 Class Counsel's reduced lodestar (\$11,605,473) multiplied by the modest multiplier they
8 request (1.5) yields a fee in the amount of \$17,408,209.50. Adding this figure to the recoverable
9 expenses and costs that Class Counsel incurred provides a total fee-and-cost award of
10 \$18,606,599.60. However, Plaintiffs move for a far lower amount of fees and costs:
11 \$13,457,152.40.

12 This amount is reasonable in light of the amount of work reasonably devoted to this matter,
13 the exceptional results obtained, and the substantial costs that counsel incurred in order to
14 prosecute this case for the benefit of the certified classes.

15 **IV. CONCLUSION**

16 For the reasons stated herein, Plaintiffs respectfully request that the Court grant this motion
17 in full, and award Class Counsel attorney fees and costs in the amount of \$13,457,152.40.

18
19 DATED: May 25, 2020

/s/ Adam B. Wolf

Adam B. Wolf, State Bar No. 215914
Catherine Cabalo, State Bar No. 248198
PEIFFER WOLF CARR & KANE, APLC
4 Embarcadero Center, 14th Floor
San Francisco, California 94111
Telephone: (415) 766-3592
Facsimile: (415) 402-0058

Guy B. Wallace, State Bar No. 176151
Mark T. Johnson, State Bar No. 76904
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Linda M. Dardarian, State Bar No. 131001
Andrew P. Lee, State Bar No. 245903
GOLDSTEIN BORGEN DARDARIAN & HO
300 Lakeside Drive, Suite 1000
Oakland, California 94612
Telephone: (510) 763-9800
Facsimile: (510) 835-1417

Attorneys for Plaintiffs and the Certified Classes

EXHIBIT A

**SUMMARY OF PLAINTIFFS' FEES, COSTS AND EXPENSES
(COLLECTIVE LODESTAR CHART)
NEVAREZ V. FORTY NINERS FOOTBALL COMPANY**

SCHNEIDER WALLACE COTTRELL KONECKY LLP				
Attorney	Grad. Year	Rate	Hours	Total Fees
Guy B. Wallace	1993	\$925	2,203	\$2,037,775.00
Mark T. Johnson	1977	\$875	1,146.2	\$1,002,925.00
Sarah Colby	1997	\$840	1,303.9	\$1,095,276.00
Travis Close	2015	\$680	1,021.1	\$694,348.00
Ryan Bonner	2014	\$625	84.1	\$52,562.50
Abigail Avilucea	2014	\$680	524.7	\$356,796.00
Edgar Olivares	2007	\$625	242.4	\$151,500.00
Justin Proctor	2007	\$625	1,485.4	\$928,375.00
William Stewart	2017	\$575	415.5	\$238,912.50
Jennifer Uhrowczik	2009	\$725	162.1	\$117,522.50
Paralegal	N/A	\$300	321.8	\$96,540.00
SUBTOTAL OF HOURS AFTER BILLING JUDGMENT			8,910.2	
TOTAL LODESTAR AFTER BILLING JUDGMENT				\$6,722,532.50
TOTAL OF COSTS AND LITIGATION EXPENSES				\$ 527,503.82
TOTAL OF FEES AND COSTS AND EXPENSES REQUESTED				\$7,250,036.32
VOLUNTARY BILLING JUDGEMENT REDUCTION OF 11.4%				- \$870,708.50

GOLDSTEIN, BORGAN, DARDARIAN & HO				
Attorney	Grad. Year	Rate	Hours	Total Fees
Linda M. Dardarian	1987	\$925	891.4	\$824,545.00
Andrew P. Lee	2006	\$710	1,449.6	\$1,028,435.00
Megan Ryan	2008	\$595	122.2	\$72,709.00
Raymond Wendell	2013	\$475	250.3	\$118,892.50
Katharine Fisher	2015	\$450	1,345.5	\$605,475.00
Alan Romero	2017	\$400	120.7	\$48,280.00
Law Clerks/Paralegals	N/A	\$275 to \$325	1,370.7	\$416,669.50
SUBTOTAL OF HOURS AFTER BILLING JUDGMENT			5,549.3	
TOTAL LODESTAR AFTER BILLING JUDGMENT				\$3,115,006.00
TOTAL OF COSTS AND LITIGATION EXPENSES				\$360,655.61
TOTAL OF FEES AND COSTS AND EXPENSES REQUESTED				\$3,475,661.61
VOLUNTARY BILLING JUDGEMENT REDUCTION OF 9.8%				- \$305,409.00

PEIFFER WOLF CARR & KANE				
Attorney	Grad. Year	Rate	Hours	Total Fees
Joseph Peiffer	1999	\$975	39.2	\$38,220.00
Adam Wolf	2001	\$830	526.1	\$436,663.00
Catherine Cabalo	2001	\$785	1,394.1	\$1,094,368.50
Tracey Cowan	2006	\$710	56.9	\$38,761.00
Brandon Wise	2014	\$510	76.0	\$38,760.00
Drew Morock	2015	\$435	238.4	\$103,704.00
Paralegal	N/A	\$290	60.2	\$17,458.00
SUBTOTAL OF HOURS AFTER BILLING JUDGMENT			2,390.9	
TOTAL LODESTAR AFTER BILLING JUDGMENT				\$1,767,934.50
TOTAL OF COSTS AND LITIGATION EXPENSES				\$310,230.71
TOTAL OF FEES AND COSTS AND EXPENSES REQUESTED				\$2,078,165.21
VOLUNTARY BILLING JUDGEMENT REDUCTION OF 10.75%				- \$212,930.50

GRAND TOTAL	
HOURS AFTER BILLING JUDGMENT	16,850.40
LODESTAR AFTER BILLING JUDGMENT	\$11,605,473.00
COSTS AND LITIGATION EXPENSES	\$1,198,390.10
TOTAL OF FEES AND COSTS AND EXPENSES REQUESTED	\$12,803,863.14
VOLUNTARY BILLING JUDGEMENT REDUCTION	- \$1,389,048.00
BILLING JUDGEMENT REDUCTION PERCENTAGE	10.69%