

DISABILITY RIGHTS ADVOCATES  
STUART SEABORN (Bar No. 198590)  
SEAN BETOULIERE (Bar No. 308645)  
2001 Center Street, Third Floor  
Berkeley, California 94704-1204  
Telephone: (510) 665-8644  
Facsimile: (510) 665-8511  
sseaborn@dralegal.org  
sbetouliere@dralegal.org

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

COMMUNITY RESOURCES FOR  
INDEPENDENT LIVING, a California non-  
profit corporation, on behalf of itself;  
DORENE GIACOPINI, an individual, on  
behalf of herself and all others similarly  
situated; STUART JAMES, an individual, on  
behalf of himself and all others similarly  
situated;

Plaintiffs,

v.

MOBILITY WORKS OF CALIFORNIA,  
LLC., a California limited liability  
corporation; and WMK, LLC., an Ohio limited  
liability corporation;

Defendants.

**Case No. 4:18-cv-06012-JSW**

**PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AND  
INCENTIVE AWARDS**

Date: May 22, 2020

Time: 9:00 a.m.

Place: United States District Courthouse,  
1301 Clay Street, Courtroom 5,  
Oakland, California, 94612

Judge: Hon. Jeffrey S. White

DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

## TABLE OF CONTENTS

I.	Introduction.....	1
II.	Argument. ....	2
A.	The Parties’ negotiated attorneys’ fee and cost award is reasonable, and should be approved. ....	2
1.	Plaintiffs have achieved excellent relief for the class, and the changes they fought for will benefit drivers with disabilities nationwide. ....	2
2.	As the prevailing party, Plaintiffs are entitled to recover their reasonable attorneys’ fees and costs. ....	4
3.	Plaintiffs’ full lodestar is the presumptively-reasonable fee, and the Parties’ agreed-upon award represents a significant reduction from this amount. ....	5
4.	The standard hourly rates for Plaintiffs’ counsel are routinely approved by Northern District courts, supporting the reasonableness of their agreed-upon award. ....	7
5.	Plaintiffs’ counsel litigated this case leanly, and staffed it efficiently. ....	11
6.	While the Parties’ negotiated fee award does not reflect a lodestar multiplier, one would have been appropriate in this case. ....	11
7.	Plaintiffs’ are entitled to recover their reasonable costs. ....	11
B.	The Parties’ negotiated \$2,000 incentive awards to Plaintiffs Giacopini and James are reasonable, and should be approved. ....	12
III.	Conclusion .....	13
IV.	One Page Summary Of Argument.....	14

DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

## TABLE OF AUTHORITIES

## Cases

<i>Barrios v. Cal. Interscholastic Fed'n</i> , 277 F.3d 1128 (9th Cir. 2002) .....	4
<i>Blackwell v. Foley</i> , 724 F. Supp. 2d 1068 (N.D. Cal. 2010) .....	5
<i>Californians for Disability Rights v. Cal. Dep't of Transp.</i> , No. C 06-5125 SBA (N.D. Cal.) .....	8
<i>Chabner v. United of Omaha Life Ins. Co.</i> , No. C-95-0447-MHP, 1999 WL 33227443 (N.D. Cal. Oct. 12, 1999) .....	5
<i>Chalmers v. City of L.A.</i> , 796 F.2d 1205 (9th Cir. 1986) .....	10
<i>Cole v. Cty. of Santa Clara</i> , No. 16-CV-06594-LHK (N.D. Cal. Mar. 21, 2019) .....	7, 10
<i>Davis v. City and Cty. of S.F.</i> , 976 F.2d 1536 (9th Cir. 1992) .....	10
<i>Davis v. City and Cty. of S.F.</i> , 984 F.2d 345 (9th Cir. 1993) .....	10
<i>Doran v. 7-Eleven, Inc.</i> , 524 F.3d 1034 (9th Cir. 2008) .....	4
<i>Engel v. Worthington</i> , 60 Cal. App. 4th 628 (1997) .....	4
<i>Ferland v. Conrad Credit Corp.</i> , 244 F.3d 1145 (9th Cir. 2001) .....	5
<i>G.F. v. Contra Costa Cty.</i> , No. 13-cv-03667-MEJ (N.D. Cal. Nov. 25, 2015) .....	8
<i>Gates v. Deukmejian</i> , 987 F.2d 1392 (9th Cir. 1992) .....	10
<i>Graham v. DaimlerChrysler Corp.</i> , 34 Cal. 4th 553 (2004) .....	6
<i>Gray v. Golden Gate Nat'l Recreation Area</i> , No. 3:14-cv-00511 (N.D. Cal. July 10, 2014) .....	8
<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994) .....	11
<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983) .....	2, 4, 7

1	<i>Herrington v. County of Sonoma</i> ,	
2	883 F.2d 739 (9th Cir.1989) .....	4
3	<i>In re Bluetooth Headset Prod. Liab. Litig.</i> ,	
4	654 F.3d 935 (9th Cir. 2011) .....	2
5	<i>Ketchum v. Moses</i> ,	
6	24 Cal. 4th 1122 (2011) .....	11
7	<i>Missouri v. Jenkins</i> ,	
8	491 U.S. 274 (1989).....	10
9	<i>Morales v. City of San Rafael</i> ,	
10	108 F.3d 981 (9th Cir. 1997) .....	5
11	<i>Morales v. City of San Rafael</i> ,	
12	96 F.3d 359 (9th Cir. 1996) .....	5
13	<i>Morales v. Whole Foods Mkt., Inc.</i> ,	
14	No. C 12-01072 CRB, 2013 WL 3967639 (N.D. Cal. July 31, 2013).....	4
15	<i>Moreno v. City of Sacramento</i> ,	
16	534 F.3d 1106 (9th Cir. 2008) .....	5, 7
17	<i>Nat'l Fed'n of the Blind v. Target Corp.</i> ,	
18	No. C 06-01802 MHP, 2009 WL 2390261 (N.D. Cal. Aug. 3, 2009).....	8, 11
19	<i>Nat'l Fed'n of the Blind v. Uber Techs., Inc.</i> ,	
20	No.14-cv-04086 NC (N.D. Cal.).....	8, 11
21	<i>Newman v. Piggie Park Enters., Inc.</i> ,	
22	390 U.S. 400, 88 S.Ct. 964, 19 L.Ed.2d 1263 (1968).....	4
23	<i>Perdue v. Kenny A. ex rel. Winn</i> ,	
24	559 U.S. 542 (2010).....	5, 6
25	<i>Prison Legal News v. Schwarzenegger</i> ,	
26	608 F.3d 446 (9th Cir. 2010) .....	10
27	<i>Richard S. v. Dep't of Developmental Servs. of State of Cal.</i> ,	
28	317 F.3d 1080 (9th Cir. 2003) .....	4
	<i>Salamanca v. Sprint/United Mgmt. Co.</i> ,	
	No. 15-cv-05084-JSW, 2018 WL 1989568 (N.D. Cal. Mar. 9, 2018) .....	13
	<i>Smith v. City of Oakland</i> ,	
	Case No. 4:19-cv-05398-JST (N.D. Cal. April 2, 2020) .....	9
	<i>Vizcaino v. Microsoft Corp.</i> ,	
	142 F. Supp. 2d 1299 (W.D. Wash. 2001).....	2
	<i>Vizcaino v. Microsoft Corp.</i> ,	
	290 F.3d 1043 (9th Cir. 2002) .....	2
	<i>Woods v. Carey</i> ,	
	722 F.3d 1177 (9th Cir. 2013) .....	12

**Statutes**

42 U.S.C. § 12101(b)(2) .....	4
42 U.S.C. § 12205 .....	4

## NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE THAT at **9:00 a.m. on May 22, 2020** or as soon thereafter as the matter may be heard, Plaintiffs Community Resources for Independent Living, Dorene Giacopini, and Stuart James (collectively “Plaintiffs”) will move the Court for entry of an order approving the agreed-upon award of \$150,000 in reasonable attorneys’ fees and costs contained in § 6 of the Parties’ proposed settlement, as well the award of \$2,000 to Plaintiffs Stuart James and Dorene Giacopini, intended to compensate them for services rendered to the settlement class. *See* Betouliere Decl., Ex. 1 (“Settlement”) at §§ 6-7. This motion—made pursuant to Federal Rules of Civil Procedure 23(h) and 54(d)—is based upon this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the concurrently filed declarations and exhibits, all pleadings and papers on file in this action, and any oral argument this Court permits.

## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. Introduction.**

Plaintiffs filed this class action lawsuit in October 2018, alleging that Mobility Works—one of the country’s largest providers of wheelchair accessible vehicles for sale or rent, and a major installer of adaptive devices<sup>1</sup>—employed two policies that discriminated against drivers with disabilities. *See* ECF No. 1 at ¶¶ 1-2, 27-31. First, Plaintiffs alleged that Mobility Works would not install hand controls or other adaptive devices in rental cars when drivers with disabilities needed and requested them. *Id.* at ¶¶ 1-2, 27-28. Second, Plaintiffs alleged that before Mobility Works would install such devices in a vehicle, it required people with disabilities who needed them to undergo unnecessary and burdensome “certification” courses that were not imposed on any nondisabled drivers. *Id.* at ¶¶ 1-2, 29-31.

Defendants do not admit these allegations or concede liability, but after nearly a year of negotiations—including two private mediation sessions, multiple telephonic meetings, and several settlement proposals from each side—the Parties have reached agreement on a proposed

---

<sup>1</sup> Such devices include hand controls, which allow drivers to accelerate or brake using their hands instead of their feet; steering knobs, which allow for one-handed steering; and pedal extensions, which allow drivers whose feet would not otherwise reach the pedals to drive.

1 class-wide settlement that will resolve every issue raised in Plaintiffs' Complaint.

2 As part of this settlement, Defendants have agreed to pay Plaintiffs a total of \$150,000 to  
 3 compensate them for attorneys' fees, expenses and costs incurred through final approval. *See*  
 4 Betouliere Decl., Ex. 1 ("Settlement") at § 6. Defendants have also agreed to pay individual  
 5 Plaintiffs Dorene Giacomini and Stuart James \$2,000 each as compensation for services rendered  
 6 to the class. Settlement at § 7. These amounts were negotiated with the assistance of mediator  
 7 Daniel Ben-Zvi after all substantive settlement terms pertaining to injunctive relief had been  
 8 resolved, and the ultimate amount of attorneys' fees was determined by Mr. Ben-Zvi's  
 9 mediators' proposal. Betouliere Decl. ¶¶ 22-25; *see also id.* at 15-21, 26 (history of case).

10 Plaintiffs respectfully request that this Court enter an order approving both amounts, and  
 11 finding that they are fair and reasonable in light of the considerable effort expended by Plaintiffs  
 12 and their counsel, and the excellent results achieved.

## 13 **II. Argument.**

### 14 **A. The Parties' negotiated attorneys' fee and cost award is reasonable, and** 15 **should be approved.**

16 In the context of a class settlement, "courts have an independent obligation to ensure  
 17 that" any award of fees and costs "is reasonable, even if the parties have already agreed to an  
 18 amount." *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). The  
 19 Court should approve the amount agreed to here.

#### 20 **1. Plaintiffs have achieved excellent relief for the class, and the changes they** **fought for will benefit drivers with disabilities nationwide.**

21 The Supreme Court has held that "the degree of success obtained" by plaintiffs is the  
 22 "most critical factor" in determining whether they should receive "a fully compensatory  
 23 fee." *Hensley v. Eckerhart*, 461 U.S. 424, 435-36 (1983). In securing this settlement, Plaintiffs  
 24 have prevailed on their core claims and achieved an excellent result on behalf of the proposed  
 25 settlement class. These facts weigh heavily in favor of finding that their negotiated fee award is  
 26 reasonable. *See id.*; *Vizcaino v. Microsoft Corp.*, 142 F. Supp. 2d 1299, 1304 (W.D. Wash.  
 27 2001), *aff'd*, 290 F.3d 1043 (9th Cir. 2002).

28 As discussed above, Plaintiffs' filed this case to address two issues: 1) Mobility Works'

1 alleged refusal to install hand controls or other adaptive devices in rental cars; and (2) its alleged  
2 imposition of unnecessary and burdensome “certification” requirements on drivers with  
3 disabilities. ECF No 1. at ¶¶ 1-2, 27-31. *Id.* at ¶¶ 1-2, 29-31. The Parties’ proposed settlement  
4 will completely and conclusively resolve both issues, to the benefit of drivers with disabilities  
5 nationwide. *See* Betouliere Decl. ¶ 42.

6 Under this Agreement, Mobility Works will install hand controls and other adaptive  
7 equipment in any available rental vehicle upon request, at no charge to customers – meaning that  
8 people with disabilities who need such devices will be able to rent and drive Mobility Works  
9 vans independently, where before they were allegedly forced to either rely on a nondisabled  
10 driver, or to forego using the company’s rental services entirely. Settlement at § 3.3.2. In  
11 addition, Mobility Works will now allow drivers who need adaptive equipment installed in any  
12 vehicle to forego the prior “certification” requirement, provided that they have a valid license  
13 and can attest to their experience using the equipment they have requested. *Id.* at §§ 3.2.1, 3.3.4.  
14 These changes will dramatically improve class-member access to Defendants’ services.

15 In addition to the core policy changes described above, the Parties’ proposed Agreement  
16 will ensure that potential customers are well-aware of these new policies, and that they are  
17 consistently implemented by Mobility Works employees. *Id.* at § 3.5.1 (publication); *id.* at §§  
18 3.4, 3.5.2, 3.6.1 (employee training and implementation). The Agreement also contains  
19 provisions to monitor settlement compliance—including semi-annual submission of customer  
20 complaints to Plaintiffs’ counsel—and to ensure that any disputes that arise during its two-year  
21 term are promptly resolved. *Id.* at §§ 3.6.1.2, 3.6.2 (monitoring); *id.* at § 4 (dispute resolution);  
22 *id.* at § 5.1 (term). Finally, for all members of the proposed class other than Plaintiffs, the  
23 Agreement will only release the declaratory and injunctive claims brought and settled in this  
24 action—these class members’ potential damages claims will not be affected, and nor will any  
25 claims that might accrue after the expiration of the settlement’s term. *Id.* at § 8.

26 This comprehensive settlement involving the nations’ largest provider of wheelchair  
27 accessible vehicles—to our knowledge, the first-of-its-kind—will benefit class members for  
28



1 years to come, and should serve as a model for the rest of the wheelchair accessible vehicle  
 2 industry. *See* Betouliere Decl. ¶ 42.

3 2. As the prevailing party, Plaintiffs are entitled to recover their reasonable  
 4 attorneys' fees and costs.

5 Congress enacted the Americans with Disabilities Act (ADA) “to provide clear, strong,  
 6 consistent, [and] enforceable standards addressing discrimination against individuals with  
 7 disabilities,” 42 U.S.C. § 12101(b)(2), and “private enforcement suits are the primary method of  
 8 obtaining compliance” with the law. *Doran v. 7-Eleven, Inc.*, 524 F.3d 1034, 1039 (9th Cir.  
 9 2008) (internal quotation marks omitted). For this reason, Plaintiffs who prevail on ADA claims  
 10 are entitled to recover their reasonable attorneys' fees and costs. *See* 42 U.S.C. § 12205. The  
 11 same is true for plaintiffs who prevail on Unruh Civil Rights Act claims, but under that law an  
 12 award is *mandatory*. Cal. Civ. Code § 52(a); *Engel v. Worthington*, 60 Cal. App. 4th 628, 632–35  
 13 (1997); *Morales v. Whole Foods Mkt., Inc.*, No. C 12-01072 CRB, 2013 WL 3967639, \*2 (N.D.  
 14 Cal. July 31, 2013).

15 Such fee-shifting provisions are intended “to ensure effective access to the judicial  
 16 process for persons with civil rights grievances.” *See Hensley*, 461 U.S. at 429 (internal  
 17 quotation marks omitted). As the Supreme Court has recognized, “[i]f successful plaintiffs were  
 18 routinely forced to bear their own attorneys' fees, few aggrieved parties would be in a position to  
 19 advance the public interest by invoking the injunctive powers of the federal courts.” *Newman v.*  
 20 *Piggie Park Enters., Inc.*, 390 U.S. 400, 402, 88 S.Ct. 964, 19 L.Ed.2d 1263 (1968) (per curiam).  
 21 Thus, in civil rights actions such as this one, recovery of a reasonable fee award is “the rule  
 22 rather than the exception.” *Herrington v. County of Sonoma*, 883 F.2d 739, 743 (9th Cir.1989)  
 23 (order) (internal quotation marks omitted); *see also Hensley*, 461 U.S. at 429 (prevailing civil  
 24 rights plaintiffs “should ordinarily recover” their attorneys' fees “unless special circumstances  
 25 would render such an award unjust”).

26 Under both state and federal law, a plaintiff prevails and is entitled to fees “when he or  
 27 she enters into a legally enforceable settlement agreement against the defendant.” *Barrios v.*  
 28 *Cal. Interscholastic Fed'n*, 277 F.3d 1128, 1134 (9th Cir. 2002); *see also Richard S. v. Dep't of*

1 *Developmental Servs. of State of Cal.*, 317 F.3d 1080, 1088 (9th Cir. 2003); *Blackwell v. Foley*,  
 2 724 F. Supp. 2d 1068, 1074 (N.D. Cal. 2010). Plaintiffs have secured such a settlement in this  
 3 case, and Defendants acknowledge that final approval of this agreement will make Plaintiffs  
 4 “prevailing parties for the purposes of awarding reasonable attorneys’ fees, expenses, and costs.”  
 5 See Settlement at § 6.2.

6 3. Plaintiffs’ full lodestar is the presumptively-reasonable fee, and the  
 7 Parties’ agreed-upon award represents a significant reduction from this  
 8 amount.

9 Plaintiffs’ full lodestar, calculated by multiplying the number of hours Plaintiffs  
 10 reasonably expended on the litigation by their reasonable hourly rate, is the presumptively  
 11 reasonable attorneys’ fee. See *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 552 (2010);  
 12 *Morales v. City of San Rafael*, 96 F.3d 359, 363 (9th Cir. 1996), *amended by* 108 F.3d 981 (9th  
 13 Cir. 1997). This amount—currently **\$200,208**—is far more than the agreed-upon \$150,000 fee  
 14 and cost award in this case, thus reinforcing the reasonableness of that jointly negotiated smaller  
 15 sum.

16 As the Ninth Circuit has recognized, lawyers have little incentive to “spend unnecessary  
 17 time” on civil rights cases taken on contingency, and in considering such cases, “the court should  
 18 [generally] defer to the winning lawyer’s professional judgment as to how much time [they were]  
 19 required to spend.” See *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008). In  
 20 determining what was reasonable, courts are also mindful that there are “crucial differences  
 21 between prosecuting and defending a case.” *Chabner v. United of Omaha Life Ins. Co.*, No. C-  
 22 95-0447-MHP, 1999 WL 33227443, \*3 (N.D. Cal. Oct. 12, 1999); *see also Ferland v. Conrad*  
 23 *Credit Corp.*, 244 F.3d 1145, 1151 (9th Cir. 2001) (per curiam) (detailing differences).

24 At the time their award of attorneys’ fees and costs was negotiated, Plaintiffs had devoted  
 25 a total of 436 hours to this action through October 31, 2019 – time that was spent conducting  
 26 factual and legal research; interviewing and responding to Plaintiffs and members of the putative  
 27 class; drafting the complaint; pursuing discovery, including through review of produced  
 28 documents and interrogatory responses, and a day-long Rule 30(b)(6) deposition of Defendants’  
 corporate designee; engaging in settlement negotiations and an all-day mediation; drafting,

1 reviewing, and responding to multiple settlement proposals, along with related calls and  
 2 correspondence; drafting the proposed settlement agreement; and doing other necessary work  
 3 that led directly to the excellent relief achieved. Betouliere Decl. ¶ 30.

4 In the interest of settlement, Plaintiffs wrote off a significant amount of this time—79.5  
 5 hours, or over 18% of all hours billed—meaning that they only sought compensation for 356.5  
 6 hours of work at their November 12, 2019 mediation with Mr. Ben-Zvi. *Id.* at ¶ 32. Based on the  
 7 then-current 2019 rates for Plaintiffs’ counsel—\$785 per hour for Stuart Seaborn, \$510 for  
 8 Thomas Zito, \$415 for Sean Betouliere, and \$385 for Jessica Agatstein—this amounted to a total  
 9 of \$151,470 in fees, along with \$2,952 in reasonable costs and expenses.<sup>2</sup> *Id.* at ¶ 33.

10 At the present 2020 rates for Plaintiffs’ counsel—the rates at which they are now entitled  
 11 to be compensated<sup>3</sup>—the total fee amount for this same work would have been \$154,832.00. *Id.*  
 12 at ¶ 34. Furthermore, since October 2019 Plaintiffs’ counsel has spent over 129 *additional* hours  
 13 finalizing their second mediation brief; traveling to, preparing for, and participating in the second  
 14 mediation; finalizing all settlement documents; drafting a motion for preliminary approval; and  
 15 doing a substantial amount of other work necessary to obtain final approval from this Court  
 16 (including work on the present motion). *Id.* at ¶ 35. After a further cut of 13.7 hours made in the  
 17 exercise of billing judgement, this amounts to an additional \$45,376 in reasonable fees, for a  
 18 total of \$200,208. *Id.* at ¶ 36. A spreadsheet detailing the full amount of attorney time billed to  
 19 this case, at the current 2020 rates for Plaintiffs’ counsel, is attached as **Exhibit 3** to the  
 20 declaration of Sean Betouliere in support of this motion.

21 While the Parties’ negotiated \$150,000 settlement amount comes close to fully  
 22 compensating Plaintiffs for pre-October 2019 work at their past rates, it does not compensate  
 23 them for *any* of the necessary work they have done between October 2019 and the present, or the

24 \_\_\_\_\_  
 25 <sup>2</sup> A spreadsheet detailing the time-entries of Plaintiffs’ counsel through October 2019, at their  
 26 then-current 2019 rates, is attached as **Exhibit 2** to the declaration of Sean Betouliere in support  
 27 of this motion.

28 <sup>3</sup> During the pendency of this matter, Plaintiffs’ counsel has not received a penny in fees, despite  
 having devoted hundreds of hours to the case. To account for this delay in payment, Plaintiffs are  
 entitled to compensation at their counsel’s current hourly rates. *See Perdue*, 559 U.S. 542 at  
 556; *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 583–84 (2004), *as modified* (Jan. 12,  
 2005).

further work they will do in support of final approval. *Id.* at ¶ 38. For this reason, it represents a significant reduction to Plaintiffs’ lodestar and the “fully compensatory fee” they are entitled to, *Hensley*, 461 U.S. at 435-36, which Plaintiffs were willing to agree to in the interest of bringing this case to a close. Betouliere Decl. ¶ 38. Indeed, the Parties’ agreed-upon amount of \$150,000 is presently equivalent to a 25% cut from Plaintiffs full reasonable lodestar; a much deeper cut than any court would likely order.<sup>4</sup> *Id.*; *see also Moreno*, 534 F.3d at 1112-13 (holding that cuts in excess of 10% must be accompanied by an explanation of exactly which time expenditures were excessive, and why). This negotiated \$150,000 amount—which is also intended to compensate Plaintiffs for their full costs—is thus more than reasonable

4. The standard hourly rates for Plaintiffs’ counsel are routinely approved by Northern District courts, supporting the reasonableness of their agreed-upon award.

Plaintiffs’ lodestar is based on the following 2020 rates:

<u>Attorney</u>	<u>Rate</u>	<u>Graduation Year</u>
Stuart Seaborn	\$795	1998
Thomas Zito	\$525	2010
Sean Betouliere	\$425	2015
Jessica Agatstein	\$395	2016

<u>Other Professional Staff</u>	<u>Rate</u>	
Summer Associate/Extern	\$280	
Paralegal	\$275	
Law Clerk/Litigation Assistant	\$230	

Plaintiffs’ counsel’s standard hourly rates are regularly approved in the Northern District of California. *See Cole v. Cty. of Santa Clara*, No. 16-CV-06594-LHK, Dkt. No. 86 (N.D. Cal.

<sup>4</sup> This is *on top of* substantial billing judgement reductions, amounting to *over 93 total hours*, that Plaintiffs themselves made (reductions already reflected in the full \$200,208 lodestar amount).

Mar. 21, 2019) (awarding 2018 rates of \$775 for Mr. Seaborn, \$525 for an attorney with eight years of experience, and \$425 for an attorney with five years of experience); *see also Nat'l Fed'n of the Blind v. Uber Techs., Inc.*, No.14-cv-04086 NC, Dkt. Nos. 139, 144, 193 (N.D. Cal.) (approving DRA's 2016 rates); *G.F. v. Contra Costa Cty.*, No. 13-cv-03667-MEJ, Dkt. No. 307 (N.D. Cal. Nov. 25, 2015) (approving settlement fees based on 2014 rates); *Gray v. Golden Gate Nat'l Recreation Area*, No. 3:14-cv-00511, Dkt. No. 26 (N.D. Cal. July 10, 2014) (finding requested rates reasonable to support negotiated lodestar); *Californians for Disability Rights v. Cal. Dep't of Transp.*, No. C 06-5125 SBA, Dkt. No. 528, 529 (N.D. Cal.) (finding 2010 rates reasonable); *Nat'l Fed'n of the Blind v. Target Corp.*, No. C 06-01802 MHP, 2009 WL 2390261 (N.D. Cal. Aug. 3, 2009) (finding 2008 rates reasonable).<sup>5</sup>

This is true, in large part, because Plaintiffs' counsel are highly skilled and experienced. Stuart Seaborn, who oversees the litigation team in this case, is the Managing Director for Litigation at Disability Rights Advocates (DRA), which has successfully litigated over 100 disability rights class action cases across the country, and is generally acknowledged to be one of the nation's leading public interest firms in the area of disability rights. Betouliere Decl. ¶¶ 5-8.

Mr. Seaborn graduated from the UCLA School of Law in 1998 and has since specialized in public interest litigation; for the last sixteen years, he has focused exclusively on impact litigation to advance the rights of people with disabilities. Betouliere Decl. ¶ 9-10. In this time, he has been lead counsel on a number of high-profile class actions and other systemic cases on behalf of people with disabilities, including *United Spinal Ass'n v. Bd. of Elections of the City of New York*, 882 F. Supp. 2d 615 (S.D.N.Y. 2012), *aff'd sub nom. Disabled in Action v. Bd. of Elections of the City of New York*, 752 F.3d 189 (2d Cir. 2014), which resulted in the first decision by a circuit court to hold that the Americans with Disabilities Act requires public entities to provide the same private and independent voting experience to voters with disabilities that nondisabled voters enjoy; *Phillips et al. v City of New York et al.*, 1:11-cv-06685 (KPF) (S.D.N.Y.), a case challenging the New York City Police Department's blanket ban on the use of

<sup>5</sup> True and correct copies of each of these orders are attached, collectively, as **Exhibit 4** to the declaration of Sean Betouliere in support of this motion.

1 hearing aids by uniformed police officers, which resulted in a settlement agreement requiring the  
 2 NYPD to evaluate officers using hearing aids on a case-by-case basis; and *Mental Health &*  
 3 *Wellness Coalition et al. v Stanford University*, Case No. 5:18-cv-02895-NC (N.D. Cal), a case  
 4 challenging forced leave of absence policies affecting students with mental health disabilities at  
 5 Stanford University, which resulted in a settlement agreement requiring policy changes to ensure  
 6 that students experiencing mental health crises have access to appropriate accommodations and  
 7 services, and are not unnecessarily excluded from campus or student housing. *Id.* at ¶ 9.

8 Thomas Zito is a Supervising Attorney at DRA and a 2010 graduate of Northeastern  
 9 University School of Law. Betouliere Decl. ¶ 11. Over the past ten years, he has been lead  
 10 attorney and lead class counsel in a number of public interest and housing cases, including *Lewis*  
 11 *v. Silvertree Mohave Homeowners Assn.*, No. 16-cv-03581-WHA (N.D.Cal.), a class action  
 12 involving discrimination against resident children and families, which settled for significant  
 13 injunctive relief and more than \$800,000 in damages to the class; and *Huynh v. Harasz*, No. 14-  
 14 cv-02367-LHK (N.D. Cal), a class action on behalf of Section 8 voucher holders with disabilities  
 15 which settled for significant injunctive relief and \$3.2 million in damages to the class). *Id.*

16 Sean Betouliere is a Staff Attorney at DRA and a 2015 graduate of Berkeley Law School.  
 17 Betouliere Decl. ¶ 12. Mr. Betouliere has negotiated groundbreaking settlements and served as  
 18 counsel in multiple class action lawsuits advancing the rights of people with disabilities,  
 19 including *Senior and Disability Action, et al. v. San Francisco Bay Area Rapid Transit Authority,*  
 20 *et al.*, No. 3:17-cv-01876-LB (N.D. Cal), an ongoing class action regarding the accessibility of  
 21 BART's subway system for people with mobility disabilities; and *Ochoa v. City of Long Beach*,  
 22 No. 2:14-cv-04307-DSF-FFM, (C.D. Cal.), class action regarding accessibility of the city's  
 23 sidewalks and other pedestrian pathways, which resulted in a settlement mandating numerous  
 24 policy changes and hundreds of millions of dollars worth of injunctive relief. *Id.* Mr. Betouliere  
 25 also recently argued a successful opposition to dismissal in the class action suit *Smith et al. v.*  
 26 *City of Oakland*, Case No. 4:19-cv-05398-JST, obtaining a favorable decision in the first case in  
 27 the country to consider the application of disability laws to city rent control programs. *See Smith*  
 28 *v. City of Oakland*, Case No. 4:19-cv-05398-JST, Dkt. No 38 (N.D. Cal. April 2, 2020);



Betouliere Decl. ¶ 12. While in law school, Mr. Betouliere served as an extern to Magistrate Judge Donna M. Ryu in the Northern District of California. Betouliere Decl. ¶ 12.

Jessica Agatstein was a Fellowship Attorney at DRA, and is a 2016 graduate of Yale Law School. Betouliere Decl. at ¶ 13. During her time at DRA, Ms. Agatstein served as counsel in several high-impact disability rights cases, including *Fraihat, et al. v. U.S. Immigration and Customs Enforcement, et al.*, No. 5:19-CV-01546 JGB-SHKx, a nationwide class action challenging discriminatory conditions of detention in ICE facilities. *Id.* Before her fellowship at DRA, Ms. Agatstein served as a law clerk to Justice Goodwin Liu on the California Supreme Court and to Judge Marsha S. Berzon in the Ninth Circuit Court of Appeals. *Id.*

Plaintiffs’ rates are also approved because they reflect prevailing San Francisco Bay Area market rates for similar work performed by attorneys of comparable skill, experience, and reputation.” *Chalmers v. City of L.A.*, 796 F.2d 1205, 1210–11 (9th Cir. 1986); *see also Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010); *Davis v. City and Cty. of S.F.*, 976 F.2d 1536, 1545–46 (9th Cir. 1992), *vacated in part on other grounds*, 984 F.2d 345 (9th Cir. 1993); *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir. 1992) (holding that the “relevant legal community” is the forum district for the action in which fees are sought). Specifically, DRA calculates and has regularly been awarded rates based on the rates charged by the major area law firms that handle complex litigation (as discussed above), as the relevant comparable marketplace analysis looks not to the specific subject matter area, such as civil rights law or disability law, but rather to the levels of skill and complexity required in the litigation. *Prison Legal News*, 608 F.3d at 455.

The rates that Plaintiffs’ counsel seek for paralegal and law clerk work—between \$230 and \$280—are also reasonable and commensurate with prevailing market rates in the San Francisco Bay Area. *See Missouri v. Jenkins*, 491 U.S. 274, 287 (1989) (“reject[ing] the argument that compensation for paralegals are rates above ‘cost’ would yield a windfall for the prevailing attorney”). Courts have previously awarded Plaintiffs’ counsel their requested rates for paralegal work. *See, e.g., Cole*, Dkt. No. 86 (awarding 2018 rates of \$230 for first-year DRA

1 paralegals); *Uber*, Dkt. Nos. 119, 144 (awarding 2016 rates of \$275 for more experienced DRA  
2 paralegals).<sup>6</sup>

3 5. Plaintiffs’ counsel litigated this case leanly, and staffed it efficiently.

4 Plaintiffs divided up their labor to minimize the duplication of effort (and, where any  
5 effort may have been duplicated, exercised billing judgment to “no charge” that work).  
6 Betouliere Decl. ¶¶ 31-32, 36. DRA brought extensive experience litigating precedent-setting  
7 disability rights class actions to this case, while heavily relying on the work of more junior  
8 attorneys to reduce the rates and overall lodestar. *Id.* at ¶ 31. The vast majority of the time billed  
9 to this matter was billed by two junior attorneys, Sean Betouliere and Jessica Agatstein, who  
10 performed all legal research, drafting, and day-to-day management of the case. *Id.* Whenever  
11 possible and appropriate, tasks were performed by paralegals. *Id.*

12 6. While the Parties’ negotiated fee award does not reflect a lodestar  
13 multiplier, one would have been appropriate in this case.

14 California law permits courts to augment a lodestar based on, among other things, the  
15 novelty and difficulty of the questions involved, the significance of the result, the skill displayed  
16 by counsel, and the contingent nature of the fee award. *Ketchum v. Moses*, 24 Cal. 4th 1122,  
17 1132 (2011); *Target*, 2009 WL 2390261, at \*6. Courts often augment lodestars in impact cases  
18 involving disability rights and other civil rights cases, including in cases brought by DRA. *See*,  
19 *e.g.*, *Uber*, Dkt. 139 (awarding a 1.5 fee multiplier).<sup>7</sup> Such a multiplier is not reflected in the  
20 Parties’ negotiated fee award, but would have been appropriate in this case—particularly because  
21 there is no known federal caselaw that directly addresses the questions it raised, meaning that  
22 victory was far from assured. Betouliere Decl. ¶¶ 41-44.

23 7. Plaintiffs’ are entitled to recover their reasonable costs.

24 Prevailing litigants are entitled to recover statutory costs under 28 U.S.C. § 1920, as well  
25 as all “out-of-pocket expenses that would normally be charged to a fee paying client.” *Harris v.*  
26 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (internal quotation marks and citations omitted);

27  
28 <sup>6</sup> Attached in **Exhibit 4** to the declaration of Sean Betouliere.

<sup>7</sup> Attached in **Exhibit 4** to the declaration of Sean Betouliere.



1 *Woods v. Carey*, 722 F.3d 1177, 1180 n.1 (9th Cir. 2013). Here, Plaintiffs incurred reasonable  
 2 and compensable costs of over \$3,000 in the course of bringing this case to fruition—money  
 3 spent primarily to retain Communication Access Real-Time Translation (CART) interpreters so  
 4 that a deaf plaintiff could participate in mediation, as well as for deposition transcription, legal  
 5 research, private mediation, and attorney travel. Betouliere Decl. ¶ 40.

6 B. **The Parties’ negotiated \$2,000 incentive awards to Plaintiffs Giacopini and**  
 7 **James are reasonable, and should be approved.**

8 The modest \$2,000 incentive awards Plaintiffs Stuart James and Dorene Giacopini will  
 9 receive as part of the Parties’ proposed settlement—meant to compensate them for their  
 10 considerable efforts on behalf of the class—are more than reasonable, and should be approved.  
 11 See Settlement Agreement at § 7; Betouliere Decl. ¶ 45; see also ECF Nos. 53-3 and 53-4 at ¶ 6  
 12 (declarations of Plaintiffs James and Giacopini in support of preliminary approval, describing  
 13 their efforts on behalf of the class; incorporated herein by reference).

14 Plaintiffs James and Giacopini are both people with mobility disabilities who, like the  
 15 class they represent, use hand controls and other assistive devices to drive, and were deterred  
 16 from using Mobility Works’ services as a result of the discrimination alleged. See ECF Nos. 53-3  
 17 and 53-4 at ¶¶ 2-4. Both Mr. James and Ms. Giacopini were active participants in this action—  
 18 engaging in multiple discussions with counsel regarding goals and strategy; reviewing and  
 19 providing feedback on all pleadings, settlement drafts, proposals, and related correspondence;  
 20 and participating actively in the Parties’ successful JAMS mediation with Mr. Loeb. Betouliere  
 21 Decl. ¶ 45. Moreover, as long-time drivers and users of adaptive equipment, they provided  
 22 Plaintiffs’ counsel with crucial input regarding what policy and practice changes were possible,  
 23 and what would be needed to provide effective relief to the class. *Id.* Their input and effort is  
 24 reflected throughout the Parties’ proposed agreement. *Id.* Finally, in negotiating this settlement  
 25 on behalf of the class, both Mr. James and Ms. Giacopini gave up their right to pursue damages  
 26 against Mobility Works—a right that is retained by every other member of the proposed class.  
 27 Settlement at § 8.3.

28 Courts in the Northern District regularly approve incentive awards at or above this

1 amount for similar amounts of work, and, in fact, have found larger “\$5,000 incentive awards to  
 2 be presumptively reasonable.” *Salamanca v. Sprint/United Mgmt. Co.*, No. 15-cv-05084-JSW,  
 3 2018 WL 1989568, \*4 (N.D. Cal. Mar. 9, 2018) (White, J.) (awarding a \$5,000 incentive award  
 4 for between 20 and 30 hours of work attending mediation, assisting class counsel, and searching  
 5 for documents; collecting cases as to \$5,000 awards).

### 6 **III. Conclusion**

7 For the reasons stated above, this Court should find that the Parties’ negotiated \$150,000  
 8 fee and cost award is fair and reasonable in light of Plaintiffs’ full lodestar, and approve the  
 9 reasonableness of the work and rates underlying that lodestar amount. In addition, the Court  
 10 should approve the \$2,000 incentive award to named Plaintiffs Giacomini and James, each of  
 11 whom devoted a substantial amount of time and effort to this case—work that is reflected  
 12 throughout the Parties’ settlement agreement, and that was instrumental in achieving an excellent  
 13 outcome on behalf of a nationwide class. A proposed order is filed concurrently with this motion.

14 DATED: April 13, 2020

Respectfully submitted,

16 DISABILITY RIGHTS ADVOCATES

17 

18  
 19 \_\_\_\_\_  
 20 Sean Betouliere  
 21 Attorneys for Plaintiffs  
 22  
 23  
 24  
 25  
 26  
 27  
 28

**ONE PAGE SUMMARY OF ARGUMENT**

Plaintiffs ask this Court to find that the Parties’ negotiated \$150,000 fee and cost award is reasonable, and to approve the reasonableness of the work and rates underlying their lodestar. Plaintiffs also ask that this Court approve the \$2,000 award to named Plaintiffs, whose efforts were instrumental in achieving an excellent outcome on behalf of a nationwide class.

**A. The Parties’ negotiated \$150,000 fee and cost award should be approved.**

Plaintiffs are the prevailing party, and are entitled to recover their reasonable attorneys’ fees and costs. *See* 42 U.S.C. § 12205; Cal. Civ. Code § 52(a); *Moralez*, No. C 12-01072 CRB, 2013 WL 3967639 at \*2; *see also* Settlement at § 6.2.

Plaintiffs’ lodestar—currently **\$200,208**—is the presumptively reasonable attorneys’ fee. *See Perdue*, 559 U.S. at 552; *Morales*, 96 F.3d at 363. Plaintiffs’ counsel “no charged” over 93 hours of time to arrive at this amount, and the Parties’ agreed-upon \$150,000 fee and cost award represents a *further* 25% reduction the lodestar. The award—also intended to cover over \$3,000 of costs—is reasonable.

The standard 2020 hourly rates for Plaintiffs’ counsel—which form the basis of their lodestar—are also reasonable. They are as follows: \$795 for Stuart Seaborn, \$525 for Thomas Zito, \$425 for Sean Betouliere, \$395 for Jessica Agatstein, \$280 for Summer Associates, \$275 for Paralegals, and \$230 for Litigation Assistants. Plaintiffs’ counsel’s standard rates are regularly approved in this district. *See, e.g., Cole*, No. 16-CV-06594-LHK, Dkt. No. 86 (N.D. Cal. Mar. 21, 2019) (awarding 2018 rates of \$775 for Mr. Seaborn, \$525 for attorney with 8 years experience, and \$425 for attorney with 5); Betouliere Decl., **Exhibit 4**.


**B. The Parties’ negotiated \$2,000 incentive awards should be approved.**

The \$2,000 incentive awards Plaintiffs Stuart James and Dorene Giacomini will receive as part of the Parties’ proposed settlement—meant to compensate them for well over 20 hours of time and effort incurred on behalf of the class—are reasonable. Indeed, even larger “\$5,000 incentive awards [are] presumptively reasonable.” *Salamanca*, 2018 WL 1989568 at \*4 (awarding \$5,000 incentive award for between 20 and 30 hours of work).

1 DATED: April 13, 2020

Respectfully submitted,

2  
3 DISABILITY RIGHTS ADVOCATES

4 

5  
6 \_\_\_\_\_  
Sean Betouliere  
Attorneys for Plaintiffs

1 DISABILITY RIGHTS ADVOCATES  
2 STUART SEABORN (Bar No. 198590)  
3 SEAN BETOULIERE (Bar No. 308645)  
2001 Center Street, Third Floor  
4 Berkeley, California 94704-1204  
Telephone: (510) 665-8644  
5 Facsimile: (510) 665-8511  
sseaborn@dralegal.org  
sbetouliere@dralegal.org

6 Attorneys for Plaintiffs

7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 COMMUNITY RESOURCES FOR  
11 INDEPENDENT LIVING, a California non-  
12 profit corporation, on behalf of itself;  
13 DORENE GIACOPINI, an individual, on  
14 behalf of herself and all others similarly  
situated; STUART JAMES, an individual, on  
behalf of himself and all others similarly  
situated;

15 Plaintiffs,

16 v.

17 MOBILITY WORKS OF CALIFORNIA,  
18 LLC., a California limited liability  
19 corporation; and WMK, LLC., an Ohio  
limited liability corporation;

20 Defendants.

**Case No. 4:18-cv-06012-JSW**

**DECLARATION OF SEAN  
BETOULIERE IN SUPPORT OF  
PLAINTIFFS MOTION FOR FEES AND  
COSTS**

Judge: Hon. Jeffrey S. White

DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

I, Sean Betouliere, declare:

1. I am an attorney admitted to practice law in California, a member of the bar of this Court, and counsel of record for Plaintiffs. I have been an attorney of record on this case since its inception. I have personal knowledge of the matters set forth herein, and if called as a witness I could competently testify to them. I make this declaration in support of Plaintiffs' Motion For Fees and Costs.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the proposed class-wide settlement agreement ("Agreement") entered into between Plaintiffs Community Resources for Independent Living, Dorene Giacomini, and Stuart James ("Plaintiffs") and Defendants Mobility Works of California, LLC and WMK, LLC ("Defendants" or "Mobility Works").

3. Attached hereto as **Exhibit 2** is a true and correct copy of a spreadsheet detailing the time-entries of Plaintiffs' counsel through October 2019, at their then-current 2019 rates.

4. Attached hereto as **Exhibit 3** is a true and correct copy of a spreadsheet detailing the full amount of attorney time billed to this case through March 31, 2020, at the current 2020 rates for Plaintiffs' counsel.

5. Attached hereto as **Exhibit 4** are true and correct copies of various Northern District of California orders approving the hourly rates of Plaintiffs' counsel, as listed in paragraph 14, below.

### **Experience And Qualifications Of Class Counsel**

5. Proposed class counsel Disability Rights Advocates ("DRA") is a 501(c)(3) non-profit public interest organization exclusively dedicated to advancing the civil rights of people with disabilities. DRA engages in class action and impact litigation on behalf of clients who face discrimination or other violations of civil rights or federal statutory protections, and it does not charge clients for these services. DRA is generally acknowledged to be one of the leading disability rights legal organizations in the country.

6. DRA has served as lead counsel in over 100 disability civil rights class action cases across the United States, and has specialized expertise in class action litigation concerning access to transportation and public accommodations for people with disabilities. Cases where

DRA has served as class counsel and successfully represented classes of people with disabilities include, among others:

- a) *Cole v. County of Santa Clara*, No. 5:16-cv-06594-LHK (N.D. Cal.), a class-action on behalf of jail inmates with mobility disabilities. This case resulted in a consent decree requiring Santa Clara County to modify its policies, procedures, and facilities to accommodate the needs of inmates with mobility disabilities.
- b) *Nat'l Fed'n of the Blind v. Uber Techs., Inc.*, 3:14-cv-04086-NC, a class-action regarding Uber's failure to ensure that blind people with guide dogs had equal access to its transportation services. This case resulted in a settlement agreement through which Uber agreed to inform drivers of their obligation to accept customers with service animals, to improve its driver training on this subject, to impose appropriate disciplinary measures, and to promptly respond to all customer complaints regarding settlement compliance.
- c) *Ochoa v. City of Long Beach*, 2-14-CV-04307-DSF-FFM (C.D. Cal.), a class-action challenging the failure of the City of Long Beach to ensure that its sidewalks, crosswalks, curb ramps and other pedestrian routes were accessible to people with mobility disabilities. The case resulted in a settlement agreement that will provide approximately \$200 million in accessibility improvements to the City's pedestrian routes over the next 30 years, as well as policy changes to ensure that the City complies with its new construction and maintenance obligations.
- d) *G.F. v. Contra Costa County*, No. C-13-03667 SBA (N.D. Cal), a class-action against Contra Costa County and Contra Costa County Office of Education challenging disproportionate use of isolation on youth with disabilities, and inadequate education services for youth with disabilities in county juvenile hall. This case resulted in a comprehensive settlement reducing use of isolation on youth with disabilities, and in various educational reforms.
- e) *Lighthouse for the Blind and Visually Impaired v. Redbox Automated Retail, LLC*, C12-00195-PJH (N.D. Cal.), a California class action on behalf of blind individuals denied access to Redbox's touchscreen video rental kiosks. The case resulted in a class

settlement wherein Redbox agreed to make software and hardware modifications to all of its over 4,000 kiosks in California, to make them independently operable by blind and low-vision persons.

- f) *Taxis For All Coalition v New York City Taxi and Limousine Com'n*, 11-cv-0237-GBD (S.D.N.Y.), a class-action against the commission that regulates all of the yellow cabs in New York City. This case achieved a class settlement increasing the number of wheelchair accessible cabs over a five year period from 231 when the case began to 7,000.
- g) *Gray v. Golden Gate National Recreation Area*, 3:14-cv-00511, 3:08-cv-00072-EDL (N.D. Cal.), a class-action against the Golden Gate National Recreation Area and the National Park Service resulting in a comprehensive class settlement agreement and access improvements to one of the Nation's largest national parks, including significant access improvements for the blind and low-vision community.
- h) *National Federation of the Blind v. Target Corp.*, 452 F. Supp. 2d 946 (N.D. Cal. 2006); 582 F. Supp. 2d 1185 (N.D. Cal. 2007), a nationwide class action on behalf of blind and low-vision individuals denied access to Target's consumer website. The Target case was among the first in the nation to establish the application of disability rights laws to the internet, resulting in a class settlement agreement requiring changes to Target's website to provide access for visually-impaired users, as well as \$6 million in damages for a California subclass.
- i) *Californians for Disability Rights, Inc. v. California Department of Transportation*, 249 F.R.D. 440 (N.D. Cal. 2001), a statewide class action brought on behalf of people with mobility and vision disabilities seeking to make thousands of miles of sidewalks under Caltrans' jurisdiction accessible. The case settled during trial in 2010 with Caltrans agreeing to commit over one billion dollars towards removal of pedestrian access barriers impacting the ability of class members to travel from place to place; at the time, this was the largest settlement ever achieved in a case involving architectural access for people with disabilities.



1           7.       The DRA lawyers responsible for handling this case have extensive experience  
2 litigating similar cases.

3           8.       Stuart Seaborn, Managing Director of Litigation at DRA, oversees DRA's  
4 litigation team in this case. Mr. Seaborn has specialized in the use of litigation to advance the  
5 public interest for the past twenty years, and for the last sixteen years has focused almost  
6 exclusively on cases impacting the rights of persons with disabilities. Mr. Seaborn has also  
7 taught courses on disability law and litigation at UC Davis King Hall School of Law, and is  
8 currently an adjunct professor at UC Hastings School of Law in San Francisco, where he teaches  
9 disability rights law.

10          9.       Mr. Seaborn has served as lead counsel on variety of disability-rights class actions  
11 and other systemic cases on behalf of people with disabilities. Representative cases where he has  
12 served as class counsel or lead counsel include the following:

- 13          a) *Ochoa v. City of Long Beach*, (Case No. 2-14-CV-04307-DSF-FFM, discussed above.
- 14          b) *United Spinal Ass'n v. Bd. of Elections of the City of New York*, 882 F. Supp. 2d 615  
15             (S.D.N.Y. 2012), *aff'd sub nom. Disabled in Action v. Bd. of Elections of the City of New*  
16             *York*, 752 F.3d 189 (2d Cir. 2014), a city-wide challenge to the inaccessibility of polling  
17             sites for persons with mobility and vision disabilities. The case resulted in the first  
18             decision by a circuit court to hold that the Americans with Disabilities Act ("ADA")  
19             requires public entities to affirmatively provide the same private and independent voting  
20             experience to disabled voters that they provide to the general population of non-disabled  
21             voters.
- 22          c) *Lighthouse for the Blind and Visually Impaired v. Redbox Automated Retail, LLC*, C12-  
23             00195-PJH (N.D. Cal.), discussed above.
- 24          d) *California Council of the Blind v. County of Alameda*, (985 F. Supp. 2d 1229), County-  
25             wide litigation challenging Alameda County's failure to provide functioning accessible  
26             voting machines to blind voters on election day; the case resulted in the first district court  
27             decision to find that the Americans with Disabilities Act requires a secret ballot for blind  
28             voters where provided to sighted voters.

- e) *Gray v. Golden Gate National Recreation Area*, Case Nos. 3:14-cv-00511 EDL and 3:08-cv-00722 EDL, discussed above.
- f) *Phillips et al. v City of New York et al.*, 1:11-cv-06685 (KPF)(S.D.N.Y.), litigation challenging the New York City Police Department's blanket ban on the use of hearing aids by uniformed police officers, which resulted in a settlement agreement requiring the NYPD to evaluate officers using hearing aids on a case-by-case basis.
- g) *Legal Services for Prisoners with Children et al. v. Gregory Ahern et al.*, (Case No. RG1265266; Alameda County Superior Court), systemic litigation challenging the inaccessibility of the services, programs and facilities at the third largest jail in California. The litigation resulted in a settlement agreement that included system-wide architectural improvements and updated disability identification, tracking and accommodations policies.
- h) *Mental Health & Wellness Coalition et al. v Stanford University*, Case No. 5:18-cv-02895-NC (N.D. Cal), a challenge to leave of absence and reasonable accommodation policies at Stanford University on behalf of students with mental health disabilities. The case resulted in a settlement agreement requiring significant changes to Stanford's leave of absence policies and practices, all of which will help ensure that students experiencing mental health crises have access to appropriate accommodations and services and are not unnecessarily excluded from campus and housing.
- i) *Napper v. Cnty. of Sacramento*, No. 2:10-cv-0119 JAM-EFM (E.D. Cal), a class action challenging county-wide cuts to outpatient mental health services. The case resulted in a consent decree maintaining funding for outpatient services throughout Sacramento County.

10. Prior to joining DRA, Mr. Seaborn had a solo civil rights practice and worked as a litigator at Disability Rights California. Mr. Seaborn started his career as a trial attorney at the San Francisco Regional Office of the Antitrust Division of the U.S. Department of Justice, after earning his J.D. from the UCLA School of Law in 1998 and his B.A. from the University of California, Berkeley in 1995.

11. Thomas Zito is a Supervising Attorney at DRA, and has been involved in this case in an advisory capacity. Mr. Zito is a 2010 graduate of Northeastern University School of Law and is admitted to the bars of California (2015) and the Commonwealth of Massachusetts (2010). He has been litigating complex civil-rights cases for his entire career, and has been class counsel or lead counsel in several cases, including *Lewis v. Silvertree Mohave Homeowners Assn.*, No. 16-cv-03581-WHA (N.D.Cal.) (class action involving discrimination against resident children and families, which settled for significant injunctive relief and more than \$800,000 in damages to the class); *Huynh v. Harasz*, No. 14-cv-02367-LHK (N.D. Cal) (class action on behalf of Section 8 voucher holders with disabilities which settled for significant injunctive relief and \$3.2 million in damages to the class); *California Apartment Association v. City of Mountain View*, No. 16-CV-304253 (Santa Clara Sup. Ct.) (successfully defending a challenge to a voter approved rent stabilization program in Mountain View, California); and *CBIA v. City of San Jose*, 61 Cal.4th 435 (2015) *cert denied* 136 S.Ct. 928 (Feb 29, 2016) (successfully defending challenge to an inclusionary zoning ordinance).

12. I am a Staff Attorney at DRA, and a 2015 graduate of Berkeley Law. In addition to managing all day-to-day aspects of this case, I have been counsel in multiple class action lawsuits since joining DRA as a fellowship attorney in 2015. These include *Smith, et al. v. City of Oakland*, No. 4:19-cv-05398-JST (N.D. Cal) (class action challenging lack of accessible housing subject to City's rent control program); *Senior and Disability Action, et al. v. San Francisco Bay Area Rapid Transit Authority, et al.*, No. 3:17-cv-01876-LB (N.D. Cal) (class action regarding the accessibility of BART's subway system, including failure to maintain elevators); *S.G, et al. v. City of Los Angeles*, No. CV17-09003-JAK-PJW (C.D. Cal.) (class action on behalf of schoolchildren with disabilities, whose needs were not considered when city approved major construction); and *Ochoa v. City of Long Beach*, No. 2:14-cv-04307-DSF-FFM, (C.D. Cal.) (class action regarding accessibility of sidewalks and other pedestrian pathways). I also recently negotiated a settlement in *California Foundation for Independent Living Centers, et al. v. County of Sacramento*, No. 2:12-CV-03056-KJM-GGH, (E.D. Cal.) that will result in significant changes to the emergency preparedness plan at Sacramento International Airport and

DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

1 help ensure that people with disabilities are not left behind when disaster strikes. During law  
 2 school, I served as an extern to Magistrate Judge Donna M. Ryu in the Northern District of  
 3 California, and interned with Disability Rights California and the Disability Rights Program of  
 4 Legal Aid at Work (formerly the Legal Aid Society Employment Law Center).

5 13. Jessica Agatstein was a Fellowship Attorney at DRA until November of 2019. In  
 6 addition to her work on this case, Ms. Agatstein served as counsel in several other class action  
 7 cases during her time at DRA, including *Smith, et al. v. City of Oakland*, No. 4:19-cv-05398-JST  
 8 (N.D. Cal), discussed above, and *Fraihat, et al. v. U.S. Immigration and Customs Enforcement,*  
 9 *et al.*, No. 5:19-CV-01546 JGB-SHKx, a nationwide class action challenging discriminatory  
 10 conditions of detention in ICE facilities. Prior to her fellowship, Ms. Agatstein served as a law  
 11 clerk to Justice Goodwin Liu on the California Supreme Court, and to Judge Marsha S. Berzon in  
 12 the Ninth Circuit Court of Appeals. Ms. Agatstein is a 2016 graduate of Yale Law School.

13 14. Plaintiffs' counsel's rates are regularly approved in the Northern District of  
 14 California. *See Cole v. Cty. of Santa Clara*, No. 16-CV-06594-LHK, Dkt. No. 86 (N.D. Cal.  
 15 Mar. 21, 2019) (awarding 2018 rates of \$775 for Mr. Seaborn, \$525 for an attorney with eight  
 16 years of experience, and \$425 for an attorney with five years of experience); *see also Nat'l Fed'n*  
 17 *of the Blind v. Uber Techs., Inc.*, 3:14-cv-04086 NC, Dkt. Nos. 139, 144, 193 (N.D. Cal.)  
 18 (approving DRA's 2016 rates); *G.F. v. Contra Costa Cty.*, No. 3:13-cv-03667, Dkt. No. 307  
 19 (N.D. Cal. Nov. 25, 2015) (approving settlement fees based on 2014 rates); *Gray v. Golden Gate*  
 20 *Nat'l Recreation Area*, No. 3:14-cv-00511, Dkt. No. 26 (N.D. Cal. July 10, 2014) (finding  
 21 requested rates reasonable to support negotiated lodestar); *Californians for Disability Rts. v. Cal.*  
 22 *Dep't of Transp.*, No. C 06-5125 SBA, Dkt. No. 528, 529 (N.D. Cal.) (finding 2010 rates  
 23 reasonable); *Nat'l Fed'n of the Blind v. Target Corp.*, No. C 06-01802 MHP, 2009 WL 2390261  
 24 (N.D. Cal. Aug. 3, 2009) (finding 2008 rates reasonable). True and correct copies of each of  
 25 these orders are attached, collectively, as **Exhibit 4** to this declaration.

### 26 History of Litigation and Settlement Negotiations

27 15. The proposed Settlement Agreement in this case is a fair and reasonable  
 28 resolution of class claims resulting from nearly a year of detailed, good faith, arms-length

1 negotiations. These negotiations included several telephonic settlement discussions, a day long  
 2 mediation session before court-appointed JAMS mediator Michael Loeb, the exchange of  
 3 numerous written proposals and settlement drafts, and a second mediation before ADR Services  
 4 mediator Daniel Ben-Zvi to resolve final details, including fees and costs.

5 16. In August 2018, I sent Mobility Works a prelitigation letter on behalf of Plaintiffs,  
 6 asking that the company revise its discriminatory policies regarding customer “certification” and  
 7 the installation of adaptive devices in rental vehicles. Mobility Works did not respond to this  
 8 letter. As a result, Plaintiffs decided to pursue litigation, and filed this case in October of 2018.

9 17. In accordance with a schedule approved by this Court, ECF No. 16, the Parties  
 10 began settlement discussions in mid-January of 2019, and on the 30<sup>th</sup> of that month Plaintiffs  
 11 sent Defendants a letter describing the exact policy and practice changes they sought.

12 18. Defendants responded to that letter in April 2019, and over the ensuing months  
 13 the Parties exchanged several more letters concerning possible settlement.

14 19. However, because the Parties were not close to agreement on several key terms,  
 15 Plaintiffs simultaneously prepared for trial and pursued necessary discovery, including through  
 16 review of produced documents and interrogatory responses, and a day-long Rule 30(b)(6)  
 17 deposition of Defendants’ corporate designee.

18 20. On May 31, 2019, the parties conducted a full-day mediation with their appointed  
 19 Northern District mediator, Michael J. Loeb, which was attended by Plaintiffs Giacopini and  
 20 James, Defendants’ corporate designee, and attorneys from both parties. Plaintiff Dorene  
 21 Giacopini also represented organizational Plaintiff Community Resources for Independent  
 22 Living (CRIL) at this mediation in her capacity as the President of CRIL’s Board of Directors,  
 23 because Ron Halog—the organization’s then-Executive Director—was unable to attend.

24 21. At this mediation, the Parties were able to agree on the core substantive terms of a  
 25 settlement, which were memorialized in a signed memorandum of understanding. To conserve  
 26 resources, they also agreed to seek a stay of discovery and litigation while working out the  
 27 remaining details. This stay was subsequently granted by the Court. *See* ECF Nos. 38-39.  
 28

DISABILITY RIGHTS ADVOCATES  
 2001 CENTER STREET, FOURTH FLOOR  
 BERKELEY, CALIFORNIA 94704-1204  
 (510) 665-8644

DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

22. The Parties exchanged settlement agreement drafts and engaged in related calls and correspondence over the next several months, and by November 1, 2019 they had resolved all major substantive issues and achieved a near-complete settlement draft. The Parties did not engage in any negotiations regarding attorneys' fees or costs during this period, and Plaintiffs took the position that any such discussions would have to wait until after resolution of all substantive relief for Plaintiffs and the class.

23. On November 4, 2019, having reached agreement on all major substantive issues, Plaintiffs sent Defendants an attorneys' fee demand. On November 12, 2019 the Parties engaged in a further mediation session with Mr. Daniel Ben-Zvi of ADR Services, Inc., which focused primarily on the issue of Plaintiffs' reasonable attorneys' fees and costs.

24. At the conclusion of that mediation, Mr. Ben-Zvi presented the Parties with a mediators' proposal that encompassed the resolution of all remaining issues, including an award of \$150,000 to cover Plaintiffs' reasonable attorneys' fees and costs through final approval.

25. On November 14, 2019, Plaintiffs received an email from Mr. Ben-Zvi stating that both Parties had accepted that proposal. *See* ECF. No. 45.

26. The Parties' proposed agreement was fully executed on January 28, 2020.

**Given The Relief Achieved, The Time Expended, And The Experience And Expertise Of Plaintiffs' Counsel, The Agreement's Award Of Fees and Costs Is Reasonable.**

27. Subject to this Court's approval, Defendants have agreed to pay Plaintiffs' counsel \$150,000 to cover their fees and costs through Final Approval. Agreement at § 6.3.

28. This term was negotiated with the assistance of mediator Daniel Ben-Zvi after all substantive settlement terms had been resolved, and the ultimate amount was determined by Mr. Ben-Zvi's mediators' proposal

29. This \$150,000 amount represents a substantial reduction from Plaintiffs' lodestar, which is calculated by multiplying the number of hours Plaintiffs reasonably expended on litigation by their reasonable hourly rate.

30. Plaintiffs' counsel devoted a total of 436 hours to this action through October 31, 2019. This time was spent conducting factual and legal research; interviewing and responding to



DISABILITY RIGHTS ADVOCATES  
2001 CENTER STREET, FOURTH FLOOR  
BERKELEY, CALIFORNIA 94704-1204  
(510) 665-8644

1 plaintiffs and members of the putative class; drafting the complaint; pursuing discovery,  
2 including through review of produced documents and interrogatory responses, and a day-long  
3 Rule 30(b)(6) deposition of Defendants' corporate designee; engaging in settlement negotiations  
4 and an all-day mediation; drafting, reviewing, and responding to multiple settlement proposals,  
5 along with related calls and correspondence; drafting the proposed settlement agreement; and  
6 doing other necessary work that led directly to the excellent relief achieved.

7 31. In performing this work, Plaintiffs divided up their labor to minimize the  
8 duplication of effort (and, where any effort may have been duplicated, exercised billing  
9 judgment to "no charge" that work). In addition, the vast majority of the attorney work billed to  
10 this matter was performed by myself and fellowship attorney Jessica Agatstein. Together, we  
11 were responsible for all legal research, drafting, and day-to-day management of this case, and we  
12 relied on more senior attorneys Thomas Zito and Stuart Seaborn only for occasional review of  
13 drafts and input on case strategy. Whenever possible and appropriate, tasks were performed by  
14 paralegals.

15 32. In the interest of settlement, we wrote off a significant amount of our pre-October  
16 2019 time—79.5 hours, or over 18% of all hours billed—meaning that Plaintiffs only sought  
17 compensation for 356.5 hours of work at their November 12, 2019 mediation with Mr. Ben-Zvi.

18 33. Based on 2019 rates for Plaintiffs' counsel—\$785 per hour for Stuart Seaborn,  
19 \$510 for Thomas Zito, \$415 for Sean Betouliere, and \$385 for Jessica Agatstein<sup>1</sup>—this  
20 amounted to a total of \$151,470 in fees, along with \$2,952 in reasonable costs and expenses.

21 34. At the present 2020 rates for Plaintiffs' counsel, the total fee amount for this same  
22 work would have been \$154,832.00.

23 35. Since October 2019 Plaintiffs' counsel has spent over 129 *additional* hours  
24 finalizing their second mediation brief; traveling to, preparing for, and participating in the second  
25 mediation; finalizing all settlement documents; drafting a motion for preliminary approval; and  
26 doing a substantial amount of other work necessary to obtain final approval from this Court  
27  
28

(including work on the present motion). Again, the bulk of this work was performed by myself or Jessica Agatstein.

36. After a further cut of 13.7 hours made in the exercise of billing judgement, this amounts to an additional \$45,376 in reasonable fees, for a **total lodestar of \$200,208**.

37. This lodestar amount does not include substantial billing judgement reductions amounting to over 93 total hours (or over 16% of all hours billed) that Plaintiffs themselves made. Without such reductions, the lodestar would have been \$234,785.00.

38. While the Parties' negotiated \$150,000 settlement amount comes close to fully compensating Plaintiffs for their pre-October 2019 work, it does not cover any of the necessary work they have done since October 2019, or the further work they will do in support of final approval. Indeed, the Parties' agreed-upon amount of \$150,000 is presently equivalent to a 25% cut from Plaintiffs full reasonable lodestar, which they believe is a much deeper cut than any court would likely order. Plaintiffs were willing to agree to this in the interest of bringing this case to a close, and in light of the excellent relief otherwise achieved on behalf of Plaintiffs and the class.

39. A spreadsheet detailing the full amount of attorney time billed to this case, at the current 2020 rates for Plaintiffs' counsel, is attached as **Exhibit 3** to this declaration.

40. Plaintiffs also incurred reasonable and compensable costs of over \$3,000 in the course of bringing this case to fruition—money spent primarily to retain Communication Access Real-Time Translation (CART) interpreters so that a deaf plaintiff could participate in mediation, as well as for deposition transcription, legal research, Plaintiffs' share of the fee for private mediation, and attorney travel to and from Los Angeles to participate in the second mediation before Mr. Ben-Zvi. Documentation of these costs can be provided, if the Court deems it necessary.



**In The Judgement Of Plaintiffs' Counsel, The Potential Costs, Risks, and Delays Associated With This Case, And The Excellent Outcome Achieved, Would Have Merited A Multiplier.**

41. In the course of developing this case and drafting the complaint, Plaintiffs learned that while there was a recent Ninth Circuit decision suggesting that installation of adaptive devices was presumptively reasonable for a large company like Mobility Works that has spare adaptive devices on hand, regularly installs them, and employs many mechanics with the necessary expertise,<sup>2</sup> there was—to our knowledge—no federal caselaw that directly addressed the questions raised in this case. This meant that victory was far from assured.

42. Despite this lack of precedent, Plaintiffs were able to negotiate a settlement that contains the exact policy and practice changes they hoped to achieve when filing this case—changes that will benefit drivers with disabilities across the country, and that they hope will serve as a model for the rest of the wheelchair accessible van industry. Plaintiffs believe this outcome is attributable, in large part, to their thorough preparation, targeted discovery, and general skillful and efficient handling of this case.

43. California law allows courts to augment a lodestar based on, among other things, the novelty and difficulty of the questions involved, the significance of the result, the skill displayed by counsel, and the contingent nature of the fee award. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2011); *Target*, 2009 WL 2390261, at \*6. Courts often augment lodestars in impact cases involving disability rights and other civil rights cases, including in cases brought by DRA. *See, e.g., Uber*, 3:14-cv-04086-NC, Dkt. 139 (awarding a 1.5 fee multiplier).

44. Given the novelty and uncertainty inherent in this case, and the excellent relief achieved, Plaintiffs believe such a multiplier would likely have been merited in this case—thus further reinforcing the reasonableness of their negotiated fee award, which does not include one.

**Proposed Class Representatives Stuart James and Dorene Giacopini Were Crucial Participants In This Action, And They Should Be Compensated For Their Efforts**

45. Subject to this Court's approval, Defendants have agreed to pay Plaintiffs Giacopini and James \$2,000 each, as compensation for their considerable efforts on behalf of the

<sup>2</sup> *See Karczewski v. DCH Mission Valley LLC*, 862 F.3d 1006, 1017 (9th Cir. 2017).


1 class. Agreement § 7. This term was finalized with the assistance of mediator Daniel Ben-Zvi  
 2 after all other substantive settlement terms had been resolved. Proposed class representatives and  
 3 individual Plaintiffs Stuart James and Dorene Giacomini are both people with mobility  
 4 disabilities who—like the class they seek to represent—use hand controls and other assistive  
 5 devices to drive, and were deterred from using Mobility Works’ services as a result of the  
 6 discrimination alleged. Both Mr. James and Ms. Giacomini were active participants in this action  
 7 and (based on their estimation and my own knowledge) devoted in excess of 20 hours to it—  
 8 engaging in multiple discussions with counsel regarding goals and strategy; reviewing and  
 9 providing feedback on all pleadings, settlement drafts, proposals, and related correspondence;  
 10 and participating actively in the Parties’ successful JAMS mediation with Mr. Loeb. Moreover,  
 11 as long-time drivers and users of adaptive equipment, they provided Plaintiffs’ counsel with  
 12 crucial input regarding what policy and practice changes were possible, and what would be  
 13 needed to provide effective relief to the class. Their input and effort is reflected throughout the  
 14 Parties’ proposed agreement. Finally, in negotiating this settlement on behalf of the class, both  
 15 Mr. James and Ms. Giacomini gave up their right to pursue damages against Mobility Works (a  
 16 right that is retained by every other member of the proposed class).

17  
 18 I declare under penalty of perjury under the laws of the United States and the State of  
 19 California that the foregoing is true and correct, to the best of my knowledge.  
 20  
 21

22 DATED: April 13, 2020

Respectfully submitted,

23  
 24 DISABILITY RIGHTS ADVOCATES

25 

26 \_\_\_\_\_  
 27 Sean Betouliere  
 28 Attorneys for Plaintiffs

# Exhibit 1: Executed Settlement Agreement

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”) is made between Mobility Works of California, LLC, and WMK, LLC (collectively, “Defendants”), and Community Resources for Independent Living (“CRIL”), Dorene Giacomini, Stuart James, and the Settlement Class (collectively, “Plaintiffs”). Collectively, these individuals and entities are referred to as the “Parties.”

WHEREAS, Plaintiffs, represented by Disability Rights Advocates (“DRA” or “Plaintiffs’ Counsel”), filed a lawsuit styled *Community Resources for Independent Living, et al. v. Mobility Works of California, LLC, et al.*, Case No. 4:18-cv-06012-JSW, in the United States District Court for the Northern District of California, Oakland Division on October 1, 2018 (the “Lawsuit”);

WHEREAS, Plaintiffs alleged in the Lawsuit that Defendants’ conduct violated the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and the Unruh Civil Rights Act, Cal. Civ. Code §§ 51 *et seq.*;

WHEREAS, the Parties have engaged in fact discovery; exchanged extensive settlement communications; participated in a day-long mediation before mediator Michael Loeb, at which they were able to agree on the core terms of a settlement; and participated in a half-day mediation before mediator Daniel Ben-Zvi, during which they came to an agreement regarding the monetary component of the settlement;

WHEREAS, the Parties now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations in the Lawsuit, believing settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of any liability, fact, claim or defense, on the terms and conditions set forth herein;

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Definitions

When used in this Settlement Agreement or any of its Exhibits, the following terms should be read to have the following meanings. All other terms shall be interpreted according to their plain and ordinary meanings, unless otherwise noted.

- 1.1. “Adaptive Equipment” means and refers to any equipment used as a driving aid by people with disabilities. In the context of Customer rentals of vehicles with Adaptive Equipment, the term refers specifically to pedal extensions, spinner knobs, push-rock hand controls, push-pull hand controls, push-right-angle hand controls, and/or push-twist hand controls.

- 1.2. "Class Counsel" means and refers to the nonprofit corporation Disability Rights Advocates, and all duly licensed attorneys who are employees thereof.
- 1.3. "Customer" means and refers to any person who purchases or expresses interest in purchasing any service or product from Mobility Works.
- 1.4. "Dispute" means and refers to each and every dispute that may arise out of this Settlement Agreement and/or its Exhibits, including, but not limited to, disputes concerning the interpretation, implementation, monitoring, and modification of this Settlement Agreement, or the Parties' compliance with its terms. All Disputes shall be resolved using the Dispute Resolution Procedure outlined in Section 4.
- 1.5. "Fairness Hearing" means the hearing to be held by the District Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine whether the settlement set forth in this Settlement Agreement should be approved.
- 1.6. "Final Approval" means the order by the District Court, after notice and the holding of the Fairness Hearing, granting approval of this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure. The hearing at which such Final Approval is considered or granted, should a hearing be held, will be called the "Final Approval Hearing."
- 1.7. "Mobility Works" means and refers to WMK, LLC and its subsidiary entities nationwide.
- 1.8. "Preliminary Approval" means the preliminary approval of this Settlement Agreement by the District Court.
- 1.9. "Released Claims" means and refers to all claims released in Section 8.1.
- 1.10. "Rural Location" means and refers to any Mobility Works showroom that employs a single mechanic and that is more than 50 miles away from any other Mobility Works showroom.
- 1.11. "Settlement Class" means and refers to all people with disabilities who need Adaptive Equipment to operate a vehicle, and who have used or attempted to use Defendants' rental or installation services between October 1, 2016 and Final Approval, as well as all such individuals who will use or attempt to use Defendants' rental or installation services throughout the Settlement Term.

## **2. Procedures for Class Settlement**

- 2.1. Prior to Final Approval, the Parties' only obligations under this Settlement Agreement will be those set forth in this Section (Section 2).

- 2.2. **Court Approval:** This Settlement Agreement will be subject to approval by the District Court. However, nothing in this Settlement Agreement will be deemed to authorize the District Court to change or modify any of its terms. The Parties agree that any change, modification, or rejection of any of the provisions of this Settlement Agreement by the District Court or any other court will constitute a material modification of this Settlement Agreement, will prevent the Judgment from becoming Final, and will give any Party the right to terminate this Settlement Agreement in its entirety.
- 2.3. **Preliminary Approval:** Within thirty (30) days of circulating the fully executed Settlement Agreement, the Parties will jointly submit a request to the District Court for Preliminary Approval of this Settlement Agreement, along with a request for an order from the District Court.
- 2.4. **Conditional Certification of the Settlement Class:** The Parties agree that the Settlement Class will be conditionally certified, in accordance with the terms of this Settlement Agreement, solely for purposes of effectuating this Settlement Agreement. Defendants do not consent, and Class Counsel and Plaintiffs agree that Defendants will not be deemed to have consented to, the certification of the Settlement Class for any other purpose.
- 2.5. **No Opt-Out:** The Parties agree that the Settlement Class will be certified in accordance with the standards applicable under Rule 23(b)(2) of the Federal Rules of Civil Procedure and that, accordingly, no Settlement Class member may opt out of any of the provisions of this Settlement Agreement.
- 2.6. **Notice:** The Parties will jointly request approval by the District Court of notice to the Settlement Class consistent with this Section. Following the District Court's issuance of the Preliminary Approval Order, the Parties will provide notice of the proposed Settlement Agreement, advising the members of the Settlement Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement. This Notice of Settlement will be provided as set forth in **Exhibit A** to this Agreement.
- 2.7. **Fairness Hearing:** The Parties will jointly request that the District Court schedule and conduct a Fairness Hearing to decide whether Final Approval of the Settlement Agreement will be granted.
- 2.8. **Objections:** Members of the Settlement Class will have an opportunity to object to the proposed Settlement Agreement but may not opt out. The Parties will request that the District Court order the following objection procedure:
  - 2.8.1. Any Settlement Class member may object to this Settlement Agreement by filing, within sixty (60) days after the District Court has issued the Preliminary Approval Order, written objections with the

District Court, with a copy of such objections served concurrently on Class Counsel by messenger delivery, FedEx or other overnight carrier delivery, First Class U.S. Mail delivery, and/or email. Any Settlement Class member may also appear at the Court's Fairness Hearing.

2.8.2. With respect to any and all objections to this Settlement Agreement received by Class Counsel, Class Counsel will provide a copy of each objection to counsel of record for Defendants, by electronic-mail delivery, within two (2) court days after receipt of such objection.

2.8.3. Responses by Class Counsel and/or Defendants to any timely filed objections will be filed with the District Court no less than five (5) days before the Fairness hearing, or as otherwise ordered by the Court.

## **2.9. Final Approval:**

2.9.1. The Parties agree that, upon Final Approval, the Settlement Agreement will be binding on the parties and the District Court will enter the Judgment under Rule 54(b) of the Federal Rules of Civil Procedure dismissing the Lawsuit with prejudice subject to Judge Jeffrey S. White retaining jurisdiction to (i) enforce the terms of the Settlement Agreement; and (ii) resolve any Dispute regarding compliance with this Settlement Agreement as described in Section 4.

2.9.2. Defendants will not assert, after the Judgment has become Final, that Judge Jeffrey S. White lacks jurisdiction to enforce the terms of this Settlement Agreement nor will it raise any jurisdictional defense to any enforcement proceedings permitted under the terms of this Settlement Agreement.

2.9.3. If the District Court denies the Parties' request to enter the Judgment and this Settlement Agreement does not receive Final Approval, or if this Settlement Agreement does not become Final for any reason in accordance with its terms: (i) this Settlement Agreement will be null and void and of no force and effect; (ii) nothing in this Settlement Agreement will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Settlement Agreement, nor its contents, will be admissible in evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by Defendants of any fault, wrongdoing, or liability.

## **3. Substantive Terms**

3.1. Unless otherwise specified, all terms in this Section (Section 3) shall become effective on the date of Final Approval.

**3.2. Adaptive Equipment in Existing Vehicles and Vehicles for Purchase Policy:**

3.2.1. To the extent Mobility Works requires Customers seeking to have Adaptive Equipment installed in a vehicle they own or a vehicle they are purchasing to provide certain information regarding their ability to use the requested Adaptive Equipment, Mobility Works will accept any of the following forms of proof that a Customer is able to use purchased Adaptive Equipment as an independently sufficient form of proof:

3.2.1.1. A valid driver's license without an endorsement or restriction regarding the use of Adaptive Equipment, combined with a written statement and signature indicating that the Customer has experience using the requested Adaptive Equipment, or substantially similar Adaptive Equipment;

3.2.1.2. A valid driver's license with an endorsement or restriction regarding the use of the requested Adaptive Equipment or substantially similar Adaptive Equipment; or

3.2.1.3. Other forms of proof as Mobility Works deems appropriate, including, for example, written documentation by a medical professional, a driver trainer, or a Certified Driver Rehabilitation Specialist.

3.2.2. Mobility Works will not require any Customer to provide an evaluation or other documentation from a medical professional, driver trainer, or Certified Driver Rehabilitation Specialist regarding experience with requested or purchased Adaptive Equipment if the Customer can provide the forms of proof listed in Subsections 3.2.1.1 or 3.2.1.2 of this Agreement. Mobility Works will not prefer any one form of proof described in Section 3.2.1 and its Subsections over any other independently sufficient form of proof described in that Section and its Subsections.

**3.3. Adaptive Equipment in Rental Vehicles Policy:**

3.3.1. Section 3.3 and its subsections shall only apply in a given state or at a given Mobility Works location if Mobility Works offers rental vehicles to customers in that state or at that location.

3.3.2. Mobility Works will, upon request, and at no charge to Customers, install in any available rental vehicle the following Adaptive Equipment: pedal extensions, spinner knobs, push-rock hand controls, push-pull hand controls, push-right-angle hand controls, and/or push-twist hand



controls.

- 3.3.3. Mobility Works will install or make available any Adaptive Equipment listed in the immediately preceding paragraph in an available rental vehicle with 48 hours' advance notice, or in a shorter amount of time if reasonably possible, except in Rural Locations. In Rural Locations, Mobility Works will install or make available such Adaptive Equipment in an available rental vehicle with 72 hours' advance notice, or in a shorter amount of time if reasonably possible.
- 3.3.4. To the extent Mobility Works requires Customers seeking to rent a vehicle with Adaptive Equipment to provide certain information regarding their ability to use the requested Adaptive Equipment, Mobility Works will accept any of the following forms of proof that a rental vehicle Customer is able to use Adaptive Equipment as an independently sufficient form of proof:
  - 3.3.4.1. A valid driver's license without an endorsement or restriction regarding the use of Adaptive Equipment, combined with a written statement and signature indicating that the Customer has experience using the requested Adaptive Equipment or substantially similar Adaptive Equipment;
  - 3.3.4.2. A valid driver's license with an endorsement or restriction regarding the use of the requested Adaptive Equipment or substantially similar Adaptive Equipment; or
  - 3.3.4.3. Other forms of proof as Mobility Works deems appropriate, including, for example, written documentation by a medical professional, a driver trainer, or a Certified Driver Rehabilitation Specialist.
- 3.3.5. Mobility Works will not require any rental vehicle Customer to provide an evaluation or other documentation from a medical professional, driver trainer, or Certified Driver Rehabilitation Specialist regarding experience with requested Adaptive Equipment if the Customer can provide the forms of proof listed in Subsections 3.3.4.1 or 3.3.4.2 of this Agreement. Mobility Works will not prefer any one form of proof described in Section 3.3.4 and its Subsections over any other independently sufficient form of proof described in that Section and its Subsections.
- 3.3.6. Mobility Works will ensure that customers can reserve a rental vehicle with the Adaptive Equipment listed in this section through each system by which customers can generally reserve rental vehicles, including through a web request form and through calling Mobility Works' rental

line. Mobility Works will develop and publish an updated web form for rental vehicle reservations, compliant with this Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Mobility Works will develop and disseminate a guide for over-the-phone reservations including Adaptive Equipment, compliant with this Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.

- 3.3.7. For all rental vehicle reservations, Customers must indicate that they have the ability to use the requested vehicle and, if applicable, the requested Adaptive Equipment.
- 3.3.8. This agreement does not limit Mobility Works' right or ability to install any other equipment in rental vehicles if requested, in addition to the types of Adaptive Equipment listed in Section 3.3.2 of this Agreement. This Agreement does not require Mobility Works to install any types of Adaptive Equipment in rental vehicles that are not listed in Section 3.3.2.

#### **3.4. Training**

- 3.4.1. Mobility Works will ensure all current employees who interact with Customers with respect to the sale or rental of vehicles are trained on its policies consistent with Sections 3.2 and 3.3 of this Settlement Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.
- 3.4.2. Once policies consistent with Sections 3.2 and 3.3 of this Agreement are developed, Mobility Works will train new employees who interact with Customers with respect to the sale or rental of vehicles on those policies in the normal course of new employee training, and, in any event, no later than thirty (30) days following the new employee's first date of employment.

#### **3.5. Publication and Incorporation of Policies**

- 3.5.1. Mobility Works will publish its policies regarding installation of Adaptive Equipment in existing vehicles, vehicles for purchase, and rental vehicles, consistent with Sections 3.2 and 3.3 of this Agreement, on its website as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Such revised policies shall also be posted prominently at each Mobility Works showroom location as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.

3.5.2. Mobility Works will incorporate its policies regarding Adaptive Equipment in existing vehicles, vehicles for purchase, and rental vehicles, consistent with Sections 3.2 and 3.3 of this Agreement, into relevant internal handbooks, checklists, and training guides, including but not limited to its Administrator's Playbook as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Mobility Works shall inform Plaintiffs of any intended change in its policies, handbooks, reservation request forms, checklists, or training guides concerning the Substantive Terms of this Agreement (§ 3, *et seq.*) during the term of this Agreement, and Mobility Works shall provide Plaintiffs with redline versions of such documents. Plaintiffs will keep such documents confidential and will provide any comments on such documents within fifteen (15) days of receiving such documents; such documents shall not be published or disseminated until either (i) Plaintiffs provide comments or (ii) fifteen (15) days have passed.

### **3.6. Monitoring and Implementation**

#### **3.6.1. Policy Implementation**

3.6.1.1. Mobility Works will create a training program regarding its new policies (which may be found in Sections 3.2 & 3.3 above), which will be available to its employees on its web portal. Mobility Works will maintain records of its employees' certificates of completion of the training program and will ensure its ability to generate reports documenting the employees that have completed the training program.

3.6.1.2. Defendants will submit evidence of training completion every twelve (12) months throughout the Term.

#### **3.6.2. Monitoring Component**

3.6.2.1. When posting and publishing its new policies as described in § 3.5.1 of this Agreement, Mobility Works will include a phone number with an indication that if an individual believes the policy is not being fully complied with, the individual should call the phone number to make a report.

3.6.2.2. Mobility Works will direct all reports to a select few individuals, who will be tasked with completing a form documenting both the complaint and how the issue was resolved.

3.6.2.3. Mobility Works will submit evidence of any complaints lodged by way of these completed forms to Plaintiffs' Counsel, starting

180 days from the Effective Date, and continuing on a bi-annual basis throughout the term. Any sensitive, personal information included on these forms will be redacted, but Mobility Works will make a good faith effort to inquire into affected individuals' permission to provide their names and contact information to Plaintiffs' Counsel, upon Plaintiffs' Counsel's request. Mobility Works will provide Plaintiffs' Counsel with the names and contact information of any individuals who provide such consent. Mobility Works will also keep a record of all communications with affected individuals, so that its compliance with these terms can be verified in the event of a dispute.

#### **4. Dispute Resolution Procedure**

4.1. If any disputes arise as to compliance with this Agreement, the Parties agree to resolve the dispute according to the following procedure:

4.1.1. **Step One – Notice:** One Party will send a letter to counsel for the other Party concerning any dispute, and the Parties will meet and confer in a good faith effort to resolve the identified dispute.

4.1.2. **Step Two – Mediation:** If the Parties are unable to resolve their dispute through meet and confer negotiations within twenty-one (21) days of receipt of the letter raising the dispute, the dispute shall be submitted to mediation before a Magistrate Judge for the U.S. District Court for the Northern District of California or another mutually agreeable mediator.

4.1.3. **Step Three – Resolution by District Court:** If the Parties are unable to resolve a dispute through Step Two, they shall submit the dispute for resolution by the Federal District Court for the Northern District of California. The Parties may seek to recover reasonable fees and costs in connection with proceedings under Step Two and Step Three, in accordance with applicable law.

#### **5. Term of Agreement**

5.1. This Settlement Agreement shall be in effect from the date of Final Approval until two (2) years from that date (the "Term"). Judge Jeffrey S. White will have continuing jurisdiction to enforce this Settlement Agreement throughout the Term.

#### **6. Attorneys' Fees and Costs Through Final Approval**

6.1. With respect to attorneys' fees and costs that Plaintiffs incurred from the inception of this matter through Final Approval, and the payment thereof by

Defendants, the Parties agree to the following in this Section as a complete resolution of the issue.

- 6.2. Defendants agree that, conditioned upon the District Court granting Final Approval of this Settlement Agreement, and the Judgment becoming Final, Plaintiffs are prevailing parties for purposes of awarding reasonable attorneys' fees, expenses, and costs.
- 6.3. Defendants agree to pay Class Counsel's reasonable attorneys' fees, litigation expenses, and costs in the total amount of \$150,000 for Class Counsel's fees, expenses, and costs through Final Approval. The amount of fees will be included in the notice to the class and subject to review and Approval by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- 6.4. Class Counsel's reasonable attorneys' fees, litigation expenses, and costs will be paid within 90 days after: (i) the District Court has issued a written order granting Final Approval of this Settlement Agreement; and (ii) the Judgment has become Final.
- 6.5. Defendants' payment of the amounts for reasonable attorneys' fees, expenses, and costs pursuant to Sections 6.1 through 6.5. will be in full and complete satisfaction of any and all claims for attorneys' fees, expenses, and costs incurred by Plaintiffs and Class Counsel in this Lawsuit, and Plaintiffs (on behalf of themselves and the Settlement Class) and Class Counsel expressly waive any right to recover any additional attorneys' fees, expenses, and costs in connection with this Lawsuit or this Settlement Agreement, except for those attorneys' fees, expenses, and costs incurred as a result of the Dispute Resolution Procedure described in Section 4.

## **7. Service Awards**

- 7.1. Within thirty (30) days after Final Approval of this Agreements, Defendants shall:
  - 7.1.1. Pay the sum of \$2,000 to each of the Named Plaintiffs, Dorene Giacomini and Stuart James, for services rendered to the Settlement Class.

## **8. Released and Unreleased Claims**

- 8.1. **Released Claims:** Conditioned upon and subject to Final Approval by the Court and Defendants' compliance with the terms of this Settlement Agreement, Plaintiffs and the Settlement Class release Defendants, their successors in interest, assigns, parents and subsidiaries, divisions, and any and all current, future, or former directors, employees, officers, agents, or attorneys from any and all claims that were brought in this Lawsuit. This

release of claims will apply and be binding upon Plaintiffs (including members of the Settlement Class). This release will not apply to any claims that accrue after the expiration of the Term.

- 8.2. **Waiver of Rights Under Civil Code § 1542:** Conditioned upon and subject to Final Approval by the Court and Defendants' compliance with the terms of this Settlement Agreement, with respect to the claims released in Section 8.1, Plaintiffs James, Giacomini, and CRIL further expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- 8.3. **Unreleased Claims:** The above-described release does not apply to any claims to enforce the terms of this Settlement Agreement, and nothing in this Settlement Agreement shall be interpreted as a release of any claims for damages on behalf of the Settlement Class. **Expressly excluded from this provision are named plaintiffs Dorene Giacomini, Stuart James, and CRIL, each of whom do expressly and forever release any and all claims for damages that were or could have been brought in the Lawsuit.** Plaintiffs do not release any claims that were not, or could not have been, brought in this Lawsuit.

## 9. Additional Terms

- 9.1. **Governing Law:** This Agreement shall be governed in all respects by the law of the State of California.
- 9.2. **Entire Agreement:** This Agreement, and the documents attached to or expressly referred to in this Settlement Agreement, constitute the final and complete written expression and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the matters set forth in this Settlement Agreement. No representations, warranties, or promises have been made or relied upon by any party hereto, other than those contained herein. This Agreement supersedes any and all other prior agreements or drafts, either written or oral, between the parties with respect to the subject matter hereof. This Agreement cannot be amended, modified, or supplemented except by a written document signed by all of the Parties and approved by the District Court.
- 9.3. **No Other Representation:** Each of the Parties represents and agrees that, in executing this Settlement Agreement, they have relied solely on the statements expressly set forth in this Agreement and has placed no reliance

whatsoever on any statement, representation, or promise of any other Party or person or entity not expressly set forth in this Agreement, or upon the failure of the other Party or person or entity to make any statement, representation, or disclosure of anything whatsoever. The Parties have included this provision to preclude any claim that any Party was in any way fraudulently induced to execute this Settlement Agreement, and to preclude the introduction of parole evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

- 9.4. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which may be executed and delivered via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document and each of which shall be effective and binding on the Parties as of the Effective Date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.
- 9.5. **Advice of Counsel and Voluntary Agreement:** The Parties hereto represent that they have read this Agreement carefully in its entirety and are satisfied that they understand and agree to all its provisions; that this Settlement Agreement has been voluntarily entered into; that they have received independent advice from their respective attorneys with respect to the advisability of executing this Settlement Agreement; and that any and all investigation and analysis of the facts deemed necessary or desirable have been conducted prior to the execution of this Settlement Agreement.
- 9.6. **Power and Authority to Execute:** Each of the Parties hereto represent that they have the power and the authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing this Agreement on each Party's behalf has been authorized to sign on behalf of the respective Party and to bind each to the terms of this Agreement.
- 9.7. **Binding Effect:** All of the terms and provisions of this Settlement Agreement will be binding upon and will inure to the benefit of the Parties and their heirs, successors, and assigns.
- 9.8. **Construction:** The Parties acknowledge and agree that this Agreement has been jointly drafted by all Parties hereto as a result of arm's length negotiations among the Parties. Because all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one party than another. Any rule of law, including, without limitation, Section 1654 of the California Civil Code, that would require interpretation of any ambiguities or uncertainties in this Settlement Agreement against one of the Parties will have no application and is hereby expressly waived. Where required by context, the plural includes the singular and the singular includes the plural.



- 9.9. **Notices:** Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by electronic mail or First Class U.S. Mail to the addresses below, or to such other addresses as may be specified in writing by any Party to the other Party (provided that ten (10) days' written notice of such designation is provided to all other Parties in accordance with the terms of this Section).

9.9.1. To Plaintiffs:

Sean Betouliere  
Disability Rights Advocates  
2001 Center Street, Fourth Floor  
Berkeley, CA 94704  
sbetouliere@dralegal.org

9.9.2. To Defendants:

Melissa T. Daugherty  
Lewis Brisbois Bisgaard & Smith, LLP  
633 West 5<sup>th</sup> St., Suite 4000  
Los Angeles, CA 90071  
Melissa.Daugherty@lewisbrisbois.com

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Settlement Agreement on the dates set forth opposite their respective signatures.

**EXECUTED by the Parties as follows:**

Dated: January 15, 2020

WMK, Inc. and MobilityWorks of California, LLC,  
Defendants.

By: 

Title: Chief Operating Officer / President

Dated: \_\_\_\_\_, 2020

Community Resources for Independent Living,  
Plaintiff.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

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

Dorene Giacomini, Plaintiff, individually and  
as a representative of the Settlement Class

- 9.9. **Notices:** Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by electronic mail or First Class U.S. Mail to the addresses below, or to such other addresses as may be specified in writing by any Party to the other Party (provided that ten (10) days' written notice of such designation is provided to all other Parties in accordance with the terms of this Section).

9.9.1. To Plaintiffs:

Sean Betouliere  
Disability Rights Advocates  
2001 Center Street, Fourth Floor  
Berkeley, CA 94704  
sбетouliere@dralegal.org

9.9.2. To Defendants:

Melissa T. Daugherty  
Lewis Brisbois Bisgaard & Smith, LLP  
633 West 5<sup>th</sup> St., Suite 4000  
Los Angeles, CA 90071  
Melissa.Daugherty@lewisbrisbois.com

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Settlement Agreement on the dates set forth opposite their respective signatures.

**EXECUTED by the Parties as follows:**

Dated: \_\_\_\_\_, 2020 WMK, Inc. and MobilityWorks of California, LLC,  
Defendants.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: January 27, 2020 Community Resources for Independent Living,  
Plaintiff.

By: P. Michael Galvan  
Title: Plaintiff Executive Director

Dated: \_\_\_\_\_, 2020 By: \_\_\_\_\_  
Dorene Giacopini, Plaintiff, individually and  
as a representative of the Settlement Class

- 9.9. **Notices:** Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by electronic mail or First Class U.S. Mail to the addresses below, or to such other addresses as may be specified in writing by any Party to the other Party (provided that ten (10) days' written notice of such designation is provided to all other Parties in accordance with the terms of this Section).

9.9.1. To Plaintiffs:

Sean Betouliere  
Disability Rights Advocates  
2001 Center Street, Fourth Floor  
Berkeley, CA 94704  
sbetouliere@dralegal.org

9.9.2. To Defendants:

Melissa T. Daugherty  
Lewis Brisbois Bisgaard & Smith, LLP  
633 West 5<sup>th</sup> St., Suite 4000  
Los Angeles, CA 90071  
Melissa.Daugherty@lewisbrisbois.com

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Settlement Agreement on the dates set forth opposite their respective signatures.

**EXECUTED by the Parties as follows:**

Dated: \_\_\_\_\_, 2020 WMK, Inc. and MobilityWorks of California, LLC,  
Defendants.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

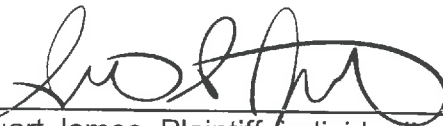
Dated: \_\_\_\_\_, 2020 Community Resources for Independent Living,  
Plaintiff.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: JANUARY 16, 2020

By: Dorene Giacopini  
Dorene Giacopini, Plaintiff, individually and  
as a representative of the Settlement Class

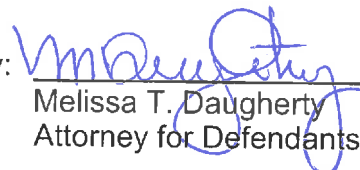
Dated: January 10,, 2020

By:   
Stuart James, Plaintiff, individually and as a  
representative of the Settlement Class.

**APPROVED AS TO FORM:**


Dated: January 28, 2020

Lewis Brisbois Bisgaard & Smith LLP

By:   
Melissa T. Daugherty  
Attorney for Defendants

Dated: January 10, 2020

DISABILITY RIGHTS ADVOCATES

By:   
Sean Betouliere  
Attorney for Plaintiffs

# Exhibit 2: Plaintiffs' Fees Through October 2019 (2019 Rates)

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/30/2017	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Discussion with D. Giacomini re: issues with MobilityWorks, no rentals with hand controls.
1/8/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emails to J. Kern (class member, poss P) re: poss case.
1/9/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing materials from J. Kern, responding to email.
1/10/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Call with J. Kern (class member, poss P) re poss. case.
1/10/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Followup call with J. Kern re: poss case.
1/10/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Factual research re: MobilityWorks, certification process for getting hand controls, etc.. Notes re: same.
1/10/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Factual research re: MobilityWorks. Notes re: same.
1/10/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to S. Wolinsky re: poss case.
1/11/2018	Michelle Caiola	0.2	\$805.00	\$161.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Mobility Works - review SB analysis, direct re same
1/12/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to S. Wolinsky email re: case.
1/12/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Response to S. Wolinsky email re: case.
1/16/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Caiola re: case, poss client.
1/18/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Research re: MobilityWorks incorporation, principal place of business, revenues, etc. Notes re: same.
1/23/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to D. Giacomini email.
1/23/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to further email from D. Giacomini.
1/24/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to D. Giacomini.
2/13/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive instruction from S. Wolinsky re drafting Complaint (Mobility Works)
2/13/2018	Meredith Weaver	0.2	\$425.00	\$85.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive background from S. Betouliere re Mobility Works investigation
2/13/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Request paralegal assignment (mobility works)
2/13/2018	Meredith Weaver	0.8	\$425.00	\$340.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Factual and legal research in preparation for drafting complaint
2/13/2018	Meredith Weaver	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review D. Giacomini's email to Mobility Works; S. Betouliere & S. Wolinsky correspondence re J. Kern experience w/ Mobility Works; and New Mobility post re Mobility Works
2/13/2018	Sid Wolinsky	0.6	\$1,005.00	\$603.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check no response to our demand letter and create to-do memo
2/13/2018	Sid Wolinsky	0.3	\$1,005.00	\$301.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Strategy session w/SB re our next step
2/13/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Instructions to MW re drafting complaint
2/13/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to D. Giacomini re: next steps.
2/13/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky re: next steps.
2/13/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Weaver re: background info, for complaint drafting.
2/13/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with M. Weaver re: complaint.
2/14/2018	Meredith Weaver	3.4	\$425.00	\$1,445.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin draft Mobility Works complaint (through first cause of action)
2/15/2018	Meredith Weaver	2.5	\$425.00	\$1,062.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare Mobility works complaint
2/16/2018	Meredith Weaver	2	\$425.00	\$850.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Revise and finish drafting Mobility Works complaint
2/16/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Instruct paralegal re case initiation steps
2/16/2018	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Reviewing M. Weaver draft complaint, making some revisions, and making notes re: same.
2/19/2018	Sid Wolinsky	0.7	\$1,005.00	\$703.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	My line by line review of draft complaint and memo with side comments re further work that needs to be done
2/20/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Initial conversation w/ S. W. & S. B. re Mobility Works
2/20/2018	Meredith Weaver	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive feedback on Mobility Works complaint draft from S. Wolinsky
2/20/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Type up notes from strategy meeting and send to S. Betouliere
2/20/2018	Sid Wolinsky	0.3	\$1,005.00	\$301.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Work session w/SB and MW
2/20/2018	Sid Wolinsky	0.9	\$1,005.00	\$904.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Work memo re next step on multiple issues including organizational plaintiff, checking out precise policy in various areas; considering national v. statewide class action, etc.
2/20/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky and M. Weaver re: complaint.
2/20/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with M. Weaver re: complaint revisions.
2/20/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing secretary of state filings and DBA records re: MobilityWorks, for reference in complaint.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/20/2018	Kyle Ruiz	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare case calendars and folders.
2/21/2018	Sean Betouliere	1.2	\$415.00	\$498.00	\$498.00	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re: background info, for use in complaint.
3/30/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Research re: poss org Ps, notes re: same.
4/4/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to plaintiff.
4/9/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Drafting update email to S. Wolinsky re case.
4/9/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Email to Dorene G. re: scheduling time to talk re case.
4/9/2018	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff re: experiences with MobilityWorks, for complaint. Also discussing poss. org. plaintiffs.
4/11/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email re: poss org P.
4/11/2018	Sean Betouliere	1.6	\$415.00	\$664.00	\$664.00	CaseMgt	CRIL.Mobility	Billable	Revising introduction of complaint.
4/12/2018	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Further factual research for complaint.
4/12/2018	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Continuing to revise introduction of complaint.
4/12/2018	Sean Betouliere	1.2	\$415.00	\$498.00	\$498.00	CaseMgt	CRIL.Mobility	Billable	Drafting Parties" section of complaint
4/12/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re: independent living centers having associational standing, for complaint, notes re: same.
4/12/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Revising venue section of complaint.
4/13/2018	Sean Betouliere	0.9	\$415.00	\$373.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re: whether Unruh Act claim premised on violation of ADA confers fed question jdx, for complaint/claims. Notes re: same.
4/13/2018	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Research re: standard for establishing intentional discrimination in Unruh claim, for complaint. Notes re: same.
4/13/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Drafting class action allegations section of complaint.
4/13/2018	Sean Betouliere	1.3	\$415.00	\$539.50	\$539.50	CaseMgt	CRIL.Mobility	Billable	Continuing to draft various sections of complaint.
4/16/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re: case.
4/16/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Followup email to Plaintiff re: case, additional issues.
4/18/2018	Michelle Caiola	0.3	\$805.00	\$241.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	check in with SS re status of case and strength of claim, next steps as per SB
4/18/2018	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Drafting memo to CRIL Board re case, for board meeting re whether to be an org P.
4/18/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: case, claims, plaintiffs.
4/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Call with Dorene Giacopini re: CRIL board meeting, interest in case.
4/18/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: revisions to letter to CRIL board.
4/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Revising letter to CRIL board and sending same.
4/18/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Research re: CA Bar demand letter requirements, relevance to case. Notes re same.
4/18/2018	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatuoliere re possible causes of action and timing/content of complaint
4/18/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review/revise proposed update to CRIL re litigation plan
4/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emails to Plaintiff re: case, in response to questions.
4/24/2018	Sean Betouliere	0.8	\$415.00	\$332.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Researching ethics of indemnifying costs, email to Plaintiff re: same in response to question re: same.
4/26/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my suggestions for next steps
4/26/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Response to email from Plaintiff.
4/26/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky re: case.
4/30/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my instructions
5/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re: experiences of Berkeley CIL ED, other case-related matters.
5/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Followup email to Plaintiff re: poss. org P. , info needed.
5/21/2018	Melissa Riess	0.2	\$470.00	\$94.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Phone call with S Betouliere and M Caiola re ILC contacts for CRIL
5/21/2018	Melissa Riess	0.1	\$470.00	\$47.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Discussion with S Seaborn re ILC contacts for CRIL
5/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Revising email introducing ILCs and sending same.
5/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Strategizing with M. Riess re: ILC outreach.
5/22/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Drafting and sending outreach email to ILCs re: serving as org Ps
5/31/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Dorene Giacopini re: poss plaintiff.
5/31/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re: addition of UCL claim, info needed.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
6/13/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Creation of an AttorneysFees_Delays folder in the case file on the server
6/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to D. Giacopini re: CRIL board meeting regarding participation as org P.
6/18/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to D. Giacopini re: CRIL board meeting regarding participation as org P.
6/21/2018	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re: today's CRIL board meeting re: approval of acting as org P., other case-related matters.
6/21/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Answering questions from CRIL board members re whether to sign on to litigation as org P.
6/21/2018	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in preparation for tonight's board meeting. Making notes and prepping talking points re same.
6/22/2018	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatoulie re possible ADA and UCL claims, framing of demand and complaint
6/22/2018	Thomas Zito	0.4	\$510.00	\$204.00	\$204.00	CaseMgt	CRIL.Mobility	Billable	discussion of claims with S.Betouliere
6/22/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re poss claims, how to address issue of required" driver specialist certification."
6/22/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Updating S. Seaborn on case, CRIL involvement. Strategizing re framing of claims, need for further demand letter, next steps..
6/22/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff Giacopini re next steps.
6/22/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Drafting retainers, sending same to Giacopini and CRIL.
6/22/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from potential P.
6/25/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Organizing meeting with pot P.
6/25/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my suggestions
6/25/2018	Sid Wolinsky	0.4	\$1,005.00	\$402.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	My comments and to-do memo re Berkeley CILED and mobility works imposition specialty course
6/26/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review correspondence from CILs and individuals re handcontrol issues and assess timing/content of demand re same
6/26/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatoulie re outreach to affected individuals/CIL
6/26/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Discussion with S. Seaborn re upcoming mtg with pot P.
6/26/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re upcoming mtg with pot P.
6/27/2018	Stuart Seaborn	1.5	\$785.00	\$1,177.50	\$1,177.50	CaseMgt	CRIL.Mobility	Billable	meeting with S James re possible role in case and assessment of his claims/concerns re mobility works (1.0); (travel to and from his office: .5)
6/27/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Preparing for meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Travel to and from meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn prior to meeting with Stuart James.
6/27/2018	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending retainer agreement to Stuart James, along with email about next steps.
6/27/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with CRIL ED regarding case, next steps.
7/6/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Responding to email from S. James.
7/9/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Emails to S. James and R. Halog re complaint.
7/12/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Call with Ron Halog at CRIL re case, complaint, impacts on CRIL as org.
7/12/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint draft to incorporate information from today's call.
7/13/2018	Sean Betouliere	1.7	\$415.00	\$705.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re requirements for pleading under fraud/unlawfulness provisions of UCL, in prep for adding claims to complaint (Reid, Opperman, Allied Grape v. Bronco, Kwikset, Tobacco II, etc.)
7/13/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re scope of relief available under UCL.
7/13/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re atty fee recovery under UCL, in prep for adding claims to complaint.
7/13/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research class cert under UCL, in prep for adding claims to complaint.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
7/13/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Determining whether CLRA claims can be added to complaint.
7/19/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emails to S. James re meeting.
7/20/2018	Sean Betouliere	2.1	\$415.00	\$871.50	\$871.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint to include fed claims/other revisions.
7/26/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff S. James re case, complaint, next steps.
7/26/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Preparing for call with Plaintiff S. James re case, complaint, next steps.
7/27/2018	Sean Betouliere	1.8	\$415.00	\$747.00	\$747.00	CaseMgt	CRIL.Mobility	Billable	Drafting portions of complaint dealing with experiences of S. James
8/1/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	receive update from S Betouliere re additional client and discuss timing/content of claims
8/1/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Preparing for call with pot. Plaintiff re case.
8/1/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with pot. Plaintiff re case.
8/1/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to pot. Plaintiff re case.
8/8/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing email from S. James re complaint, followup re same.
8/10/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to pot. Plaintiff.
8/13/2018	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft complaint
8/13/2018	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Further research re whether any statutory or regulatory req regarding hand controls in State of CA.
8/13/2018	Sean Betouliere	1.5	\$415.00	\$622.50	\$622.50	CaseMgt	CRIL.Mobility	Billable	Further revision to complaint, sending same to S. Seaborn for review.
8/14/2018	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible claim based on CRIL's experiences and next steps re demand letter
8/14/2018	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Drafting demand letter and sending to S. Seaborn for review.
8/14/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps, demand letter.
8/14/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Call with org P re case, next steps.
8/14/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Org P re case, next steps, outreach.
8/17/2018	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft demand letter outline problematic policies re hand controls and certification requirements
8/17/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Finalizing demand letter and sending to paralegals to send out.
8/20/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send two demand letters via certified mail at the request of S.Betouliere
8/24/2018	Stuart Seaborn	1.6	\$785.00	\$1,256.00	\$1,256.00	CaseMgt	CRIL.Mobility	Billable	review/revise factual sections of draft complaint
8/24/2018	Stuart Seaborn	1.4	\$785.00	\$1,099.00	\$1,099.00	CaseMgt	CRIL.Mobility	Billable	review/revise causes of action and class allegations in draft complaint
8/24/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re intent requirement for UCL claims.
8/24/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re whether UCL class reps need to show economic injury.
8/24/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Strategy calls with S. Seaborn re complaint (three calls, .5 total).
8/27/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar a deadline on the case calendar
8/27/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Further attempt to determine whether there are any statewide driver cert requirements, for determination re whether to seek nationwide relief.
8/27/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re research needed into nationwide driver cert reqs.
8/27/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to org P.
8/28/2018	Michele Chu	2	\$230.00	\$460.00	\$460.00	CaseMgt	CRIL.Mobility	Billable	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Michele Chu	1.8	\$230.00	\$414.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Michele Chu	0.9	\$230.00	\$207.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S.Betouliere re: had the calendared date shown up on his personal calendar

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
8/29/2018	Michele Chu	1.4	\$230.00	\$322.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/30/2018	Michele Chu	1.1	\$230.00	\$253.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/4/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide S.Betouliere with the certified mail receipt
9/4/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to R. Halog at CRIL
9/5/2018	Michele Chu	1.7	\$230.00	\$391.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/5/2018	Michele Chu	1.6	\$230.00	\$368.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/6/2018	Michele Chu	0.7	\$230.00	\$161.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/6/2018	Michele Chu	1.9	\$230.00	\$437.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them. Sent research memo completed so far to S. Betouliere and asked for guidance.
9/6/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing paralegal memo re state law reqs re hand controls, response re same.
9/9/2018	Stuart Seaborn	1.1	\$785.00	\$863.50	\$863.50	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft fed complaint on behalf of CRIL and indivs
9/10/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to CRIL re case.
9/11/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere updated draft fed complaint
9/11/2018	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	review and comment on draft SNA and prep possible framework for negotiations on remedy
9/11/2018	Sachiko Riddle	0.8	\$275.00	\$220.00	\$220.00	CaseMgt	CRIL.Mobility	Billable	Research into finding statistics on how many individuals with mobility disabilities drive in California and nation wide
9/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Research into finding statistics on how many individuals with mobility disabilities drive in California and nation wide
9/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere re: research into drivers who have mobility disabilities
9/11/2018	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Further revisions to draft complaint, sending to S. Seaborn for review.
9/11/2018	Sean Betouliere	1.5	\$415.00	\$622.50	\$622.50	CaseMgt	CRIL.Mobility	Billable	Proofing draft complaint, making final stylistic and other revisions, and sending on to clients for review and approval.
9/11/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Plaintiff.
9/12/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Scan in certified mail receipts and saved to the correspondence folder
9/14/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing D. Giacomini feedback re draft complaint and response to same.
9/17/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and R Williford re support for numerosity for purposes of class claims and sufficient numbers of drivers who use hand controls
9/17/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing P feedback re draft complaint and response to same.
9/17/2018	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Drafting litigation committee memo and sending same to S. Seaborn for review.
9/17/2018	Sean Betouliere	1.5	\$415.00	\$622.50	\$622.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint and sending new draft to plaintiffs for review
9/18/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the litigation committee memo at the request of S.Betouliere
9/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing email from D. Giacomini and responding to same.
9/18/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing followup email from D. Giacomini and responding to same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
9/19/2018	Stuart Seaborn	0.8	\$785.00	\$628.00	\$628.00	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft fed complaint on behalf of CRIL and indivs
9/20/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Create the litigation committee approval tracker and begin to track litigation committee responses
9/20/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Responding to lit committee email.
9/20/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Responding to lit committee email.
9/20/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiffs re complaint draft.
9/20/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and accepting all changes in complaint draft, sending to Ps for signature.
9/21/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Email to CRIL board in response to questions.
9/21/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Searching for statistics for use to establish numerosity
9/21/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Locating and emailing potential expert for statistics for use in establishing numerosity.
9/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Making minor revisions to complaint.
9/24/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from R. Halog at CRIL.
9/25/2018	Sachiko Riddle	0.6	\$275.00	\$165.00	\$165.00	CaseMgt	CRIL.Mobility	Billable	Proof read the complaint and input edits and return to S.Betouliere
9/25/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Draft the civil cover sheet and send to S.Betouliere for review
9/25/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$82.50	CaseMgt	CRIL.Mobility	Billable	Draft two summons and send to S.Betouliere for review
9/25/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with CRIL ED and board re case.
9/25/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Updating S. Seaborn on case and strategizing re next steps.
9/25/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing local rules and preparing filing checklist
9/25/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Attempting to call, and then emailing, S. James re finalizing complaint.
9/25/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing paralegal revisions to complaint draft, accepting some changes.
9/27/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Call with P re complaint revisions.
9/27/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to P. re further complaint revisions.
10/1/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Finalizing complaint and assisting paralegal with filing.
10/1/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re draft complaint.
10/1/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Researching assigned judge and email to S. Seaborn re same.
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the finished documents for filing to S.Betouliere for review
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Change the address on the summons for MobilityWorks CA
10/1/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to file the complaint and civil cover sheet
10/1/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish filing complaint and civil cover sheet with S.Betouliere
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Print the receipt and prepare the credit card receipts form for finance re: the cost of the initial filing
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn
10/1/2018	Sachiko Riddle	0.5	\$275.00	\$137.50	\$137.50	CaseMgt	CRIL.Mobility	Billable	Research on how to serve defendants
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S.Betouliere re: contacting the clerk's office to ensure we filed correctly
10/1/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Provide S. Betouliere recommendations re service of process
10/2/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft letter to Defs re waiver of service and possible discussions re resolution
10/2/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Conferring with S. Seaborn re summons, waiver issue.
10/2/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Locating number for MW corporate, calling same to find address to send req for waiver of service to.
10/2/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing requirements for waiver request, drafting initial email re same.
10/2/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Revising and sending email re waiver request.
10/2/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing judge's standing orders, notes re same.
10/2/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re case, whether to consent to magistrate jdx, other matters.
10/2/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re case strategy, declination deadline.
10/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Correspond with the clerk's office to ask about filing the summons correctly
10/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to refile the summons under the correct ECF event

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/2/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with the clerk's office to ask about filing the summons correctly
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the summons under the correct ECF event
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Circulation to S.Betouliere and S.Seaborn
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar when to expect a response from defendants to waive service
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Circulation to S.Betouliere and S.Seaborn
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the deadline to file the magistrate judge consent/declination form
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Draft an email to the Judge's docket corrections clerk about the refiled summons under the correct event. Sent to S.Betouliere for review
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Email the Judge's docket corrections clerk about the refiled summons under the correct event.
10/2/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Collect documents re service & waiver for S. Betouliere's use in Mobility Works
10/3/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps, case plan.
10/3/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Betouliere to make sure the dates calendared yesterday appeared on his personal calendars
10/3/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Contact file management to move this case from investigation to active
10/3/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/9/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re addressing waiver of service and request for settlement meeting with defs
10/9/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Preparing materials for waiver of service, sending same to opposing counsel.
10/9/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading email from opposing counsel, brief research re same.
10/9/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to opposing counsel re waiver.
10/10/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the waiver of service for defendants at the request of S.Betouliere
10/10/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule the deadline for defendants to answer the complaint on the calendar at the request of S.Betouliere
10/10/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/11/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
10/11/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Filling out form re declining magistrate jdx, sending to paralegal to file.
10/11/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to D's re declination of magistrate jdx.
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Betouliere and S.Seaborn to make sure a date showed up on their personal calendars from the case calendar
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	See if opposing counsel has appeared on ECF to receive notification of filing
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/12/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Research re assigned judge, email to S. Seaborn re same.
10/12/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/17/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps.
10/30/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
10/30/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re necessary discovery in case, notes re same.
10/30/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Judge's standing order, sending same to opposing counsel.
10/30/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with B Betouliere re initial litig plan and evidence/discovery needed for partial msj on unlawful policies/practices
10/31/2018	Jessie A	0.6	\$385.00	\$231.00	\$0.00	Admin	CRIL.Mobility	No Charge	Start case plan memo
10/31/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re case plan, discovery needed.
10/31/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re scheduling order.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/31/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing various scheduling orders from Judge White, notes re same.
10/31/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Reviewing past discovery plans, complaint - brainstorming what is needed in this case.
10/31/2018	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein first draft of discovery plan, adding additional items needed, various ways of getting same.
10/31/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing timelines for various case milestones under FRCP, notes re same for use in case plan.
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere re: calling the Judge's calendar clerk to see when we will get the scheduling order
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Call the Judge's calendar clerk to see when we will get the scheduling order
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Contact IT to request that J.Agatstein be added to the case calendar
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar dates on the scheduling order at the request of S.Betouliere
10/31/2018	Jessie A	0.6	\$385.00	\$231.00	\$0.00	Admin	CRIL.Mobility	No Charge	Reviewed complaint to get up to speed on case
10/31/2018	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Strategy session with S. Betouliere on discovery and case plan
10/31/2018	Jessie A	1.4	\$385.00	\$539.00	\$539.00	CaseMgt	CRIL.Mobility	Billable	Develop discovery plan outline and begin planning specifics
11/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn and S.Betouliere
11/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the dates from the new scheduling order and delete the dates from the old scheduling order
11/1/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to T. Hardy (opposing counsel) with revised scheduling order, GO 56, and standing order re CMC statements.
11/1/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to T. Hardy (opposing counsel) re scheduling GO 56 mtg,
11/1/2018	Jessie A	0.3	\$385.00	\$115.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Review General Order 56 and possible schedule
11/1/2018	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Continue to develop and edit discovery plan
11/1/2018	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Strategy session with R. Williford and S. Betouliere re: GO 56 and scheduling and mediation
11/1/2018	Jessie A	1.4	\$385.00	\$539.00	\$539.00	CaseMgt	CRIL.Mobility	Billable	Fact research on publicly available information for initial disclosures and discovery planning not previously found by paralegal
11/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with J.Agatstein, S.Betouliere, and S.Stuart re: if the dates calendared on the case calendar have appeared on their personal calendars
11/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with J.Agatstein re: filing a notice of appearance for her in the Northern District
11/2/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Draft notice of appearance for J.Agatstein. Sent to her for review
11/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Apply for admission into the northern district for J.Agatstein
11/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Fill out petition for admission for J.Agatstein into the northern district
11/2/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the petition to be admitted to the northern district for J.Agatstein
11/2/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to new opposing counsel.
11/2/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Researching new opposing counsel, notes re same.
11/2/2018	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Continue fact research on publicly available information for initial disclosures and discovery planning
11/2/2018	Jessie A	0.8	\$385.00	\$308.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Apply for admission to N.D. Cal and set up ECF with Sachi
11/7/2018	Jessie A	2.1	\$385.00	\$808.50	\$808.50	CaseMgt	CRIL.Mobility	Billable	Draft initial disclosures
11/9/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing draft initial disclosures. Comments/revision re same.
11/9/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re communications with D.
11/9/2018	Jessie A	1.1	\$385.00	\$423.50	\$423.50	CaseMgt	CRIL.Mobility	Billable	Review Judge White's rulings on disability cases, fees, and related matters, notes re same for memo re same
11/12/2018	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	create case management plan based on gen order 56 scheduling order and evidence needed for settlement and msj
11/21/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re addressing Defs delay in responding to GO 56 settlement process



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
11/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with Stuart Seaborn re next steps.
11/21/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing case deadlines and email to opposing counsel re same, need to set up joint inspection/settlement talks.
11/26/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from opposing counsel.
11/28/2018	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending case update to clients.
11/28/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from P.
11/28/2018	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re poss MTD.
11/29/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review proposed stip re GO 56 admin relief
11/29/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Draft a notice of appearance for J.Agatstein
11/29/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the notice of appearance for J.Agatstein
11/29/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, J.Agatstein, and S.Seaborn
11/29/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare chambers copies of the notice of appearance to send to the Judge
11/29/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send chambers copies to be shipped overnight through Fedex
11/29/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Preparing for call with opposing counsel.
11/29/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Call with J Agatstein and opposing counsel re next steps.
11/29/2018	Sean Betouliere	1.8	\$415.00	\$747.00	\$747.00	CaseMgt	CRIL.Mobility	Billable	Drafting stipulated mot for admin relief, revising same in response to feedback, proofing, and sending on to opposing counsel for review.
11/29/2018	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Call with S. Betouliere and opposing counsel on scheduling and GO 56
11/29/2018	Jessie A	0.2	\$385.00	\$77.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Edit and file notice of appearance
11/29/2018	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Edit and provide comments to proposed stipulation and motion for relief from GO 56
12/4/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide Fedex receipt from chambers copies to L.Kailash
12/5/2018	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs request for extension on resp pleading and possible stip re GO 56 procedures
12/6/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel.
12/6/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re stip.
12/7/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from opposing counsel.
12/10/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review defs revised stips/proposed order re admin relief from GO 56 proceedings and extension of responsive pleading date
12/10/2018	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising proposed stip edits, emailing opposing counsel re same.
12/10/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Call with S. Seaborn re stip edits.
12/10/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re stip edits.
12/10/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re stip edits.
12/10/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Final review of stip edits and email re same.
12/10/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re K. Fox call, seeking feedback.
12/11/2018	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review complaints/evidence from additional potential class members and assess strength of same
12/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	Training	CRIL.Mobility	No Charge	Train A.Pollock on how to correctly conduct an ECF notification circulation including saving the document to the server
12/11/2018	Arielle Pollock	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Betouliere re case overview, strategy, and status
12/11/2018	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S. Betouliere, J. Agatstein, and S.Seaborn
12/11/2018	Arielle Pollock	0.4	\$230.00	\$92.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule calendar updates mentioned in ECFs 15-16
12/11/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to potential additional P/declarant.
12/11/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with team re next steps and email to opposing counsel re same.
12/12/2018	Arielle Pollock	0.8	\$230.00	\$184.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Update calendar dates
12/12/2018	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Discussion with S. Seaborn re potential add'l plaintiff.
12/13/2018	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare and issue documents to S.Betouliere
12/14/2018	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Call with potential additional plaintiff, notes re same.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
12/14/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Discussion with J. Agatstein re potential additional plaintiff.
12/14/2018	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re discrim contractual requirements no defense, notes re same.
12/18/2018	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email from opposing counsel.
1/2/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps, work plan.
1/7/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Reviewing answer, notes re same.
1/7/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn and arrange in server
1/7/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn and arrange in server
1/8/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	review defs answer and aff defs and assess evid needed re same
1/8/2019	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re possible settlement framework and case management/discovery planning
1/8/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re upcoming meet and confer, settlement efforts, discussing Ds answer and what to expect.
1/8/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
1/8/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update to Plaintiffs re case.
1/8/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' recently filed answer
1/8/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere and S. Seaborn on next steps, settlement/mediation, and discovery planning
1/8/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Review and make suggested edits to email to clients regarding case updates
1/10/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Correspondence with opposing counsel to schedule call.
1/10/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with cocounsel to discuss next steps.
1/14/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from plaintiff.
1/15/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re tomorrow's call w/ opposing counsel.
1/15/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Reviewing DCH . Karzewski and CA demand letter reqs in prep for tomorrow's call.
1/15/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Betouliere on strategy for meet and confer and outstanding issues w.r.t. settlement
1/16/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with opposing counsel.
1/17/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein and opposing counsel re next steps, settlement.
1/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to H. Herman and sending to opposing counsel for approval.
1/17/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Meet and confer with opposing counsel regarding possible settlement
1/17/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Follow-up discussion with S. Betouliere regarding settlement and proposed policy changes
1/18/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Emails re: ADR scheduling/logistics (several)
1/22/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to ADR program.
1/23/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to ADR program.
1/23/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising draft email to Ps w/ case update.
1/23/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Draft update letter to plaintiffs regarding case and settlement
1/23/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification Circulation to S. Seaborn and S.Betouliere and circulate ADR conference calendar invitation
1/23/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Add J.Agatstein to current case listing
1/24/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft settlement proposal letter re handcontrol policies
1/24/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Reviewing memo re rental car company practices and draft settlement demand from J. Agatstein. Revising draft letter to opposing counsel re settlement demands.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
1/24/2019	Jessie A	1.6	\$385.00	\$616.00	\$616.00	CaseMgt	CRIL.Mobility	Billable	Review and compile major rental car companies' policies for adaptive equipment installation to determine reasonableness and practicality of proposed settlement terms
1/24/2019	Jessie A	0.8	\$385.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Draft proposed settlement terms
1/24/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Email clients with proposed policy terms for settlement
1/25/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to P. S. James seeking feedback on settlement proposal.
1/25/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing S. James settlement proposal feedback, response re same.
1/28/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re upcoming call.
1/28/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update to Ps re settlement, relief to request.
1/28/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Confer with J. Agatstein and S.Betouliere via email re: ADR conference prep
1/30/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel, J. Agatstein, and H. Herman of ADR Unit, to discuss ADR options.
1/30/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Post-call debrief with J. Agatstein, determining next steps/tasks.
1/30/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Revising cover letter to opposing counsel, sending same back to J. Agatstein.
1/30/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Meeting with ADR Department in NDCal and opposing counsel
1/30/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Draft email to MobilityWorks and make final changes to proposed policy demands based on client feedback
1/30/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Prep for ADR Call
1/30/2019	Arielle Pollock	0.5	\$230.00	\$115.00	\$115.00	CaseMgt	CRIL.Mobility	Billable	Take notes during ADR Conference Call with J. Agatstein, S. Betouliere, mediator, and opposing counsel
1/30/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Finalize ADR conference call notes and circulate to J. Agatstein and S. Betouliere
1/30/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Confer with S.Betouliere via email about updating action items re: stip, names, and PO
1/31/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
2/1/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re provision hand controls, and email to J. Agatstein re settlement strategy re same.
2/1/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Read relevant Ninth Circuit and district court case law on hand controls for settlement purposes
2/11/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re settlement, next steps.
2/12/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re discovery needed and timing/content of same
2/12/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Revising initial disclosures.
2/12/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Seaborn to discuss overall case strategy.
2/12/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re discovery plan, poss early 30b6.
2/12/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Brainstorming possible 30b6 topics/discovery reqs, notes re same.
2/13/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Conversation with potential expert re case.
2/13/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to pot. Expert.
2/13/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re potential expert.
2/13/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing suggested mediators (.2) strategizing with J. Agatstein re same (.1).
2/13/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Research opposing counsel's proposed mediators
2/13/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Find form for mediation referral request and fill out
2/14/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File stipulation and proposed order selecting meditation
2/14/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review draft initial disclosures
2/14/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re ADR, scheduling settlement mtg.
2/14/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Final revisions to initial disclosures, sending same.
2/14/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Revising draft email to Plaintiffs re settlement next steps.
2/14/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Drafting form stip and suggested email to ADR unit, sending same to opposing counsel for approval.
2/14/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to client email.
2/14/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re early discovery, 26f, notes re same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/14/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Email to J. Agatstein re early discovery/26f ideas, CMC statement.
2/14/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Draft email to clients regarding updates in case
2/15/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to J.Agatstein, S.Betouliere, and S.Seaborn
2/15/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Revising email to client re settlement goals/strategy, sending same back to J Agatstein.
2/15/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Respond to client question regarding case
2/19/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification Circulation to S.Seaborn, J.Agatstein, and S.Betouliere
2/19/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review/comment on mediator proposal list for ADR program
2/19/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re additional poss. mediators, email to opposing counsel re same.
2/19/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing docs from consulting expert.
2/20/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Ds.
2/20/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to ADR Unit.
2/20/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Review of email from J. Agatstein, slight revision to same.
2/20/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials from consulting expert, notes re same.
2/20/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Compile client availability and propose dates for settlement and meet and confer with opposing counsel
2/21/2019	Arielle Pollock	0.5	\$230.00	\$115.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate Defendants Initial Disclosures to S.Betouliere and J. Agatstein
2/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing initial disclosures, notes re same.
2/21/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Initial review of NMEDA guidelines cited by Ds as support for defenses, notes re same.
2/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re discovery.
2/21/2019	Sean Betouliere	1.2	\$415.00	\$498.00	\$498.00	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein draft of CMC statement, beginning to revise same.
2/21/2019	Jessie A	1.7	\$385.00	\$654.50	\$654.50	CaseMgt	CRIL.Mobility	Billable	Begin drafting joint case management statement
2/21/2019	Jessie A	1.5	\$385.00	\$577.50	\$577.50	CaseMgt	CRIL.Mobility	Billable	Finish first draft of joint case management statement
2/22/2019	Sean Betouliere	1.8	\$415.00	\$747.00	\$747.00	CaseMgt	CRIL.Mobility	Billable	Continuing to revise CMC statement to streamline/cut length, make case for initiating discovery. Making initial determinations re proposed schedule. Sending same back to J. Agatstein for review.
2/22/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps, RFPD, other discovery matters.
2/22/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Draft definitions of first request for production of documents
2/22/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Discuss outstanding discovery drafting tasks with S. Betouliere
2/22/2019	Jessie A	1.7	\$385.00	\$654.50	\$654.50	CaseMgt	CRIL.Mobility	Billable	Draft first request for production of documents up to number 12
2/22/2019	Jessie A	0.8	\$385.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Draft first request for production of documents up to number 20
2/25/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox re 26f conference.
2/25/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Work session with T. Zito re discovery plan.
2/25/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Beginning to revise RFPD.
2/26/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Continuing to revise RFPD, sending same back to J. Agatstein w/ instructions for further revision/additions.
2/26/2019	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Reviewing ND Cal ESI guidelines and model protective orders/standing orders in prep for 26f conf, notes re same.
2/26/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re discovery.
2/26/2019	Jessie A	1.5	\$385.00	\$577.50	\$577.50	CaseMgt	CRIL.Mobility	Billable	Edit first RFPD
2/26/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere regarding scope of first RFPD
2/26/2019	Jessie A	1	\$385.00	\$385.00	\$385.00	CaseMgt	CRIL.Mobility	Billable	Incorporate suggested edits and others from S. Betouliere into first RFPD
2/27/2019	Stuart Seaborn	0.5	\$785.00	\$392.50	\$392.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re discovery needed for class cert and msj and timing/content of requests
2/27/2019	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	review and comment on draft RFPDs; and identify other possible topics for same
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar a phone call between parties set in the ECF notification
2/27/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re 26f, upcoming mediation call, depo timing, and overall case strategy.
2/27/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Reviewing S.E.C. and DOJ data delivery standards for ESI, and similar materials, in prep for drafting same in RFPD.
2/27/2019	Sean Betouliere	1.2	\$415.00	\$498.00	\$498.00	CaseMgt	CRIL.Mobility	Billable	Revising first RFPD, sending back to J. Agatstein for further edits.
2/27/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update email to clients.
2/27/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere regarding timing of discovery
2/27/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Research and compile local rules regarding discovery
2/27/2019	Jessie A	0.6	\$385.00	\$231.00	\$231.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting 30(b)(6) notice
2/27/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Review S. Betouliere's edits to RFPD and identify any outstanding questions to resolve
2/27/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Strategize re: remaining questions with S. Betouliere regarding edits and issues in RFPD
2/28/2019	Carson Turner	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Convert table into word for S. Betouliere
2/28/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Weber re additional topics for RFPs
2/28/2019	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft plaintiffs' portion of CMC statement
2/28/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar phone call set in the ECF notification.
2/28/2019	Sachiko Riddle	0.5	\$275.00	\$137.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Add S.Betouliere's signature and create a proof of service for a request for the production of documents
2/28/2019	Sean Betouliere	1.3	\$415.00	\$539.50	\$539.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in prep for 26(f) call, notes re poss priv stips, esi stips, etc., making outline for discussion.
2/28/2019	Sean Betouliere	1.6	\$415.00	\$664.00	\$664.00	CaseMgt	CRIL.Mobility	Billable	Drafting section of RFPD re ESI/production format. Sending same back to J. Agatstein.
2/28/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Finalizing RFPD and sending same to Ds.
2/28/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Revising CMC statement and sending to S. Seaborn for review.
2/28/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Further strategizing with J. Agatstein re RFPD changes.
2/28/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re edits to RFPD
2/28/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein in re prep for 26(f) conference
2/28/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Participating in 26(f) conf with Defendants' junior counsel.
2/28/2019	Jessie A	2	\$385.00	\$770.00	\$770.00	CaseMgt	CRIL.Mobility	Billable	Draft 30(b)(6) notice and all possible topics
2/28/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Resolve edits to RFPD with S. Betouliere
2/28/2019	Jessie A	1.5	\$385.00	\$577.50	\$577.50	CaseMgt	CRIL.Mobility	Billable	Edit RFPD based on discussion with S. Betouliere
2/28/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Review 26(f) requirements to prepare agenda and for conference
2/28/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting interrogatories
2/28/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Meet with S. Betouliere to prepare for 26(f) conference
2/28/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	26(f) conference
2/28/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Continue drafting interrogatories
2/28/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Update and strategy discussion with S. Seaborn and S. Betouliere with regard to CMC statement
2/28/2019	Jessie A	1	\$385.00	\$385.00	\$385.00	CaseMgt	CRIL.Mobility	Billable	Edit plaintiff CMC statement section based on feedback from S. Seaborn
3/1/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send courtesy copies of RFPD to opposing counsel
3/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File certificate of interested parties
3/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/1/2019	Jessie A	0.2	\$385.00	\$77.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Compile existing communications with co-counsel for organizational purposes
3/1/2019	Jessie A	2.3	\$385.00	\$885.50	\$885.50	CaseMgt	CRIL.Mobility	Billable	Finish first draft of interrogatories
3/1/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Prepare certification of interested parties
3/1/2019	Jessie A	0.4	\$385.00	\$154.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Edit and further refine CMC statement
3/1/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein CMC edits, further edits to same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/1/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Reviewing statement of interested parties before filing same.
3/1/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Providing feedback re client email.
3/4/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	receive update from S Betouliere re prospects/timing of settlement discussion and discuss strategies/leverage going forward following initial call with mediator
3/4/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar five dates at the request of J.Agatstein
3/4/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Pre-mediation call
3/4/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Email MobilityWorks clients with update on case
3/4/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with mediator to discuss logistics.
3/4/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein, opposing counsel, and mediator to discuss logistics.
3/4/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to opposing counsel.
3/4/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from mediator.
3/4/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Further revisions to CMC draft.
3/5/2019	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft 30b6 notice to mobility works
3/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Seaborn, J.Agatstein, and S.Betouliere to make sure that dates from the case calendar had appeared on their personal calendars
3/5/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Edit 30(b)(6) notice
3/5/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Line-edit, catch typos in 30(b)(6) notice
3/5/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn re:30(b)(6) organization
3/5/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Follow up on changing 30(b)(6) notice and strategy with S. Betouliere
3/5/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Make edits based on changed strategy to 30(b)(6) notice
3/5/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to J. Agatstein re final CMC edits.
3/5/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to P re mediation.
3/5/2019	Sean Betouliere	1.8	\$415.00	\$747.00	\$747.00	CaseMgt	CRIL.Mobility	Billable	Revising 30b6 request/adding topics, sending same back to J. Agatstein for review.
3/5/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn and J. Agatstein re further 30b6 edits.
3/5/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Further edits to 30b6. Sending same back to J. Agatstein.
3/5/2019	Sean Betouliere	2.5	\$415.00	\$1,037.50	\$1,037.50	CaseMgt	CRIL.Mobility	Billable	Major revisions to rogs, email to J. Agatstein re same.
3/6/2019	Stuart Seaborn	0.5	\$785.00	\$392.50	\$392.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft first set of IROGs
3/6/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Make edits to interrogatories
3/6/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Further revisions to rogs, sending same to S. Seaborn for review.
3/7/2019	Stuart Seaborn	0.5	\$785.00	\$392.50	\$392.50	CaseMgt	CRIL.Mobility	Billable	review/revise J Agatstein updated drafr 30b6 depo notice
3/7/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	review J Agatstein revised draft first set of IROGs
3/7/2019	Jessie A	1.3	\$385.00	\$500.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Watch NMEDA panel with MobiltyWorks CEO for insight into corporate policy
3/7/2019	Jessie A	1.2	\$385.00	\$462.00	\$462.00	CaseMgt	CRIL.Mobility	Billable	Research and review of NMEDA guidelines identified in answer and other documents
3/7/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Make final edits to 30(b)(6) topics
3/7/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing NMEDA QAP document, strategizing with J. Agatstein re poss discovery questions re same.
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the case management conference statement
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/8/2019	Jessie A	0.8	\$385.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Edit, finalize, and send courtesy 30(b)(6) and rogs to opposing counsel
3/8/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Reviewing and approving stip re extending ADR deadline.
3/8/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Final revision to CMC, proofing same before filing.
3/8/2019	Sean Betouliere	1.1	\$415.00	\$456.50	\$456.50	CaseMgt	CRIL.Mobility	Billable	Finalizing rogs and 30b6 topics, emailing same to opposing counsel.
3/8/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to potential class member.
3/8/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to other potential class member.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
3/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Turn an image of a signed document from a client to a PDF
3/11/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attempt to make PDF of signed document searchable as a PDF
3/11/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emails to potential class member (four total).
3/12/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the ADR Cert discussion forms at the request of J.Agatstein
3/12/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/12/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Review documents from possible declarant regarding MW
3/12/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Call with class member re:experience with MW policies
3/12/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere regarding class member as possible declarant
3/12/2019	Jessie A	0.9	\$385.00	\$346.50	\$346.50	CaseMgt	CRIL.Mobility	Billable	Call with T.G (class member) re: MW policy and his experience/investigation
3/12/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere regarding T.G. (class member) as possible declarant
3/12/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Quick email to clients re:ADR forms
3/12/2019	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Call with potential class member re experiences with MobilityWorks.
3/12/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with potential class member re experiences with MobilityWorks.
3/12/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps with J. Agatstein, post call.
3/14/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/14/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the deadline for mediation set in an ECF notification
3/14/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Jams.
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the case management conference set in the ECF notification
3/15/2019	Sean Betouliere	1	\$415.00	\$415.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Traveling to/from Court to observe Judge White CMC in prep for same. no charge.
3/15/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Following up with opposing counsel re 30b6.
3/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/19/2019	Thomas Zito	0.9	\$510.00	\$459.00	\$459.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S.Betouliere re. case plan, potential experts, and additional potential plaintiffs
3/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the mediation date at the request of S.Betouliere
3/19/2019	Sean Betouliere	0.9	\$415.00	\$373.50	\$373.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re case plan, potential expert, poss additional P.
3/19/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Research re attorney client priv for potential client, strategizing re whether to draft formal retainer for same.
3/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/20/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with potential plaintiff/declarant.
3/20/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Drafting retainer for potential add'l P., sending same to S. Seaborn.
3/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing email re poss. additional P/declarant.
3/21/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Factual research re practices of other wheelchair van companies, notes re same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/21/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to potential P.
3/22/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Reach out to Guy B. re:issues with MW
3/22/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
3/22/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emailing opposing counsel re 30b6 (2 emails)
3/25/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re incorporating evid received from class members and possible declarants re rental denials into support for class claims
3/25/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Call with Guy B. re:issues with MW
3/25/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with potential additional P/declarant.
3/25/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein and potential additional P/declarant.
3/26/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Working on 30b6 script/outline.
3/27/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email re 30b6.
3/28/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review Defs response/meet and confer re 30b6 depo and prep possible response
3/28/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Seaborn and J. Agatstein re case strategy.
3/28/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re discovery extension.
4/4/2019	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re points to raise at tomorrow's CMC
4/4/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re responses to Defs blanket/boilerplate objections and next steps re same
4/4/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review defs blanket, boilerplate objections and identify legal arguments for meet and confer re same
4/4/2019	Carson Turner	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Download and circulate docket entry
4/4/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere and S. Seaborn re: CMC and discovery
4/4/2019	Jessie A	0.6	\$385.00	\$231.00	\$231.00	CaseMgt	CRIL.Mobility	Billable	Prep for CMC
4/4/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing objections to 30b6, notes re same.
4/4/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re CMC, discovery.
4/4/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Selecting materials for CMC binder.
4/4/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Drafting outline in prep for CMC, rehearsing talking points re same.
4/5/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft response to meet and confer on discovery
4/5/2019	Carson Turner	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Download/circulate dkt no 34 and 35
4/5/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Prep for CMC
4/5/2019	Jessie A	1	\$385.00	\$385.00	\$385.00	CaseMgt	CRIL.Mobility	Billable	Attend first CMC
4/5/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Travel back to office from CMC
4/5/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Review/edit email to opposing counsel re:discovery issues
4/5/2019	Jessie A	0.8	\$385.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Review Judge White's pretrial order, per his scheduling order, and calendar and calculate all dates for case
4/5/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn re:30(b)(6) depo
4/5/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Reviewing all materials in prep for CMC, revising outline.
4/5/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Attending first CMC
4/5/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Travel to and from first CMC.
4/5/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re discovery dispute.
4/8/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar trial dates at the request of J.Agatstein
4/8/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re discovery objections in prep for meet and confer.
4/10/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Set up meet and confer with opposing counsel re:30(b)(6)
4/12/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review and prepare for 30(b)(6) meet and confer
4/12/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Meet and confer with opposing counsel for 30(b)(6)
4/12/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing documents in prep for meet and confer re 30b6 objections.
4/12/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Meet and confer with J. Agatstein and opposing counsel Kelley Fox, re 30b6 objections
4/12/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J Agatstein re next steps, post meet and confer call.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
4/15/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review correspondence and respond to email questions from S Betouliere re possible protective order and strategies for moving forward with discovery
4/15/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Response to M. Daugherty email.
4/16/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with J Agatstein and S Betouliere re possible responses re Defs meet and confer request to narrow scope of certain 30b6 topics
4/16/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn on 30(b)(6) topics
4/16/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere on 30(b)(6) topics
4/16/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Drafting response to 30b6 meet and confer concerns, w/ proposed new topics.
4/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re meet and confer response.
4/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re meet and confer response.
4/17/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review J Agatstein proposed summary and recommendations for clients re settlement response
4/17/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	review Defs settlement response and assess positions/possible counters
4/17/2019	Sachiko Riddle	1.1	\$275.00	\$302.50	\$302.50	CaseMgt	CRIL.Mobility	Billable	Research into how many RDS and CRDS services are in each state
4/17/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' settlement proposal
4/17/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Draft email to clients regarding Defendants' settlement proposal
4/17/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere re: settlement
4/17/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Reviewing draft email to clients re settlement offer.
4/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing NMEDA guidelines, response to S. Seaborn re same.
4/17/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Research re Certified Driver Rehabilitation Specialists, incl. # available nationwide.
4/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing D's settlement offer, notes re same.
4/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
4/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re state law reqs, restricted licenses.
4/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing CA DMV reqs for Drivers with Disabilities.
4/18/2019	Jessie A	1.3	\$385.00	\$500.50	\$500.50	CaseMgt	CRIL.Mobility	Billable	Draft letter conveying Plaintiff response to Defendants' settlement offer
4/18/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Revising response to Ds settlement offer, sending back to J. Agatstein.
4/18/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re settlement offer, next steps.
4/19/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review draft settlement response letter to Mobility Works
4/19/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Review/incorporate edits to Plaintiff response to Defendants' settlement offer
4/19/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Proofing, finalizing, and sending settlement response to Ds.
4/22/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Conferring with S. Seaborn re 30b6 depo.
4/23/2019	Sean Betouliere	1.2	\$415.00	\$498.00	\$498.00	CaseMgt	CRIL.Mobility	Billable	Reviewing regs, caselaw, and guidance re insurance in context of ADA, for poss relevance to case. Notes re same.
4/24/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review correspondence from JAMS re mediator's comments on settlement progress
4/24/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to mediator email.
4/24/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Following up with Ds re overdue 30b6 meet and confer response.
4/25/2019	Sean Betouliere	1.7	\$415.00	\$705.50	\$705.50	CaseMgt	CRIL.Mobility	Billable	Drafting 30b6 deposition questions re corp structure/policy setting, adaptive devices.
4/25/2019	Sean Betouliere	1.3	\$415.00	\$539.50	\$539.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials on MobilityWorks website for use in depo, drafting questions re same.
4/26/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	review defs IROG and doc responses and prep possible depo questions based on same
4/26/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re use of evidence received via IROGs and RFPs at depo and for proving liability
4/26/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Confer with S. Betouliere regarding outstanding discovery plans

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
4/26/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Confer with S. Betouliere and S. Seaborn re: strategy in MobilityWorks discovery
4/29/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re responding to meet and confer re 30b6 depo notice and compromises re same
4/29/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn and J. Agatstein re 30b6.
4/29/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo script, drafting questions re hand control policy, etc.
5/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Add to a spreadsheet the specific states in which MobilityWorks operates
5/1/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft of meet and confer discovery dispute letter.
5/1/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re factual research into CDRS in states where MobilityWorks operates.
5/1/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Emailing settlement offer to Ds, with initial thoughts.
5/1/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing settlement offer, notes re poss response to same.
5/1/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to Ds re 30b6
5/1/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Correspondence with Ps re settlement offer (reviewing and responding to multiple emails).
5/1/2019	Jessie A	1.7	\$385.00	\$654.50	\$654.50	CaseMgt	CRIL.Mobility	Billable	Draft discovery meet and confer letter
5/1/2019	Jessie A	0.9	\$385.00	\$346.50	\$346.50	CaseMgt	CRIL.Mobility	Billable	Make changes to discovery meet and confer letter based on comments from S. Betouliere
5/2/2019	Thomas Zito	0.4	\$510.00	\$204.00	\$0.00	No Charge	CRIL.Mobility	No Charge	provide direction/input on Protective orders to S.Betouliere
5/2/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Beginning to draft response to settlement offer in light of P feedback.
5/2/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and signing protective order, sending same to Ds along with discovery dispute letter.
5/2/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to Ps re prep for settlement conf.
5/2/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Final edits to 30b6 email, sending same to opposing counsel.
5/2/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Further edits to meet and confer letter re discovery dispute, sending to team for final review.
5/2/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re priv and other issues, for inclusion into discovery dispute letter (408 F.3d 1142, 2008 WL 3287035, 2008 WL 1808902, others)
5/2/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere re: settlement offer
5/3/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule a court reporter for a deposition
5/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with G.Beamon re: reserving the Wolinsky Room for a deposition
5/3/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with P re D's settlement offer.
5/3/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Further edits to settlement offer response letter, sending to Ps for review and approval.
5/6/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft response to Defs counter on settlement agreement
5/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Asses tasks for the month for this case
5/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J.Agatstein, S.Betouliere, and S.Seaborn to ensure dates on the case calendar had appeared on their personal calendars
5/6/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Work on 30b6 depo script.
5/7/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email from P re settlement offer.
5/7/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Finalizing response to settlement offer, sending same.
5/8/2019	Sean Betouliere	3.8	\$415.00	\$1,577.00	\$1,577.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo outline (locations and policies, types of adaptive equip, operation of hand controls, rental procedures, documentation, hand control policy memo)
5/8/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Reviewing various MW documents and website pages for use in 30b6 depo, notes re same.
5/9/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re methods for securing evidence from certification provider re its requirements

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/9/2019	Sean Betouliere	2.8	\$415.00	\$1,162.00	\$1,162.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo script (questions re NMEDA, ADED, certification, training, and more). Reviewing same to identify gaps in questioning, add questions where needed, and then sending to team for review/feedback.
5/9/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re how to authenticate info re ADED, driver rehab specialist certification (depo qs, 3rd party subpoena, etc.)
5/10/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re upcoming mediation.
5/13/2019	Stuart Seaborn	1.1	\$785.00	\$863.50	\$863.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft 30b6 depo outline and identify additional lines of question/testimony to solicit
5/13/2019	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible questions/testimony to elicit in 30b6 depo
5/13/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Response to R. Halog email.
5/15/2019	Jessie A	1.6	\$385.00	\$616.00	\$616.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting mediation statement
5/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, S.Seaborn, and J.Agatstein
5/16/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Respond to opposing counsel re: discovery and settlement
5/16/2019	Jessie A	0.1	\$385.00	\$38.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Provide information for summer clerk to be onboarded for CRIL
5/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, S.Seaborn, and J.Agatstein
5/17/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing most recent settlement offer, notes re same.
5/17/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review 30(b)(6) outline and provide comments on holes/gaps
5/20/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in prep for discovery meet and confer with defendants, subsequent call with plaintiffs.
5/20/2019	Sean Betouliere	1.1	\$415.00	\$456.50	\$456.50	CaseMgt	CRIL.Mobility	Billable	Meet and confer with Defendants re 30b6, discovery responses, poss settlement.
5/20/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiffs re may 31st settlement meeting, goals and strategy.
5/20/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to P, post call.
5/20/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re how to respond to Ds discovery position, email to J. Agatstein with thoughts re same.
5/20/2019	Jessie A	0.9	\$385.00	\$346.50	\$346.50	CaseMgt	CRIL.Mobility	Billable	Draft mediation statement introduction and summary of negotiations
5/20/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Finish summary of negotiations in mediation statement
5/20/2019	Jessie A	1	\$385.00	\$385.00	\$385.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re:settlement & discovery meet and confer
5/20/2019	Jessie A	1.3	\$385.00	\$500.50	\$500.50	CaseMgt	CRIL.Mobility	Billable	Call with plaintiffs re:upcoming mediation and status of case
5/21/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising J Agatstein draft email to Ds, sending back same.
5/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to Ds re 30b6 topics.
5/21/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with R. Halog of CRIL re settlement, goals, next steps.
5/21/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Draft summary of meet and confer to send to opposing counsel
5/21/2019	Jessie A	3.3	\$385.00	\$1,270.50	\$1,270.50	CaseMgt	CRIL.Mobility	Billable	Finish drafting substantive section of mediation statement to send to S. Betouliere for review
5/22/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Emails re CART interpretation at mediation for S. James. No charge.
5/22/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Revisions to J. Agatstein mediation statement draft, sending back same.
5/22/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review edits and plan finalizing edits for mediation statement via email
5/24/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft settlement conf statement
5/24/2019	Carson Turner	0.7	\$230.00	\$161.00	\$161.00	CaseMgt	CRIL.Mobility	Billable	Prepare mediation statement for Judge
5/24/2019	Carson Turner	0.4	\$230.00	\$92.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare copies for judge and take to fedex
5/24/2019	Sean Betouliere	1.2	\$415.00	\$498.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Further revisions to mediation statement, reviewing and finalizing same, sending to paralegal for final proof.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/24/2019	Jessie A	2.1	\$385.00	\$808.50	\$808.50	CaseMgt	CRIL.Mobility	Billable	Make final edits, changes, and additions and send to S. Betouliere for review for mediation statement
5/24/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Collect and compile relevant exhibits for mediation statement
5/28/2019	Lena Welch	0.4	\$280.00	\$112.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive directions from Jessie re attending 5/30 deposition and 5/31 mediation; read the complaint and mediation statement in preparation
5/28/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Run a fee report and an attorney summary at the request of J.Agatstein
5/28/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Correspondence w/ Ds and mediator re Ds missing mediation brief.
5/28/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds mediation brief, notes re same in prep for mediation.
5/28/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' mediation brief in preparation for mediation
5/29/2019	Lena Welch	0.5	\$280.00	\$140.00	\$140.00	CaseMgt	CRIL.Mobility	Billable	Review defendant's position for 5/31 mediation
5/29/2019	Stuart Seaborn	0.6	\$785.00	\$471.00	\$471.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere updated draft 30b6 depo topics and identify additional testimony to solicit
5/29/2019	Stuart Seaborn	0.4	\$785.00	\$314.00	\$314.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible questions/testimony to elicit in 30b6 depo
5/29/2019	Carson Turner	1.1	\$230.00	\$253.00	\$253.00	CaseMgt	CRIL.Mobility	Billable	Deposition exhibit preparations
5/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with J.Agatstein re: tasks to prepare for mediation
5/29/2019	Sachiko Riddle	1.1	\$275.00	\$302.50	\$302.50	CaseMgt	CRIL.Mobility	Billable	Begin to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research to find the docket entries for a case that defendants cited in a response to us
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research into a JHRC complaint that defendant cited in a response to us
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research to find the docket entries for a case that defendants cited in a response to us
5/29/2019	Sachiko Riddle	0.7	\$275.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with Atkinson-Baker about details of the deposition tomorrow
5/29/2019	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.8	\$275.00	\$220.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish preparing binder for mediation
5/29/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft of settlement letter.
5/29/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Determining exhibits for tomorrow's depo, email to paralegal re same, w/ instructions for how to compile.
5/29/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Drafting list of key pieces of testimony we seek to get/establish via tomorrow's 30b6 deposition.
5/29/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re tomorrow's deposition.
5/29/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to mediator re attendees.
5/29/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reminder email to Ps re mediation details, logistics.
5/29/2019	Sean Betouliere	3.6	\$415.00	\$1,494.00	\$1,494.00	CaseMgt	CRIL.Mobility	Billable	Drafting 30b6 depo script sections re new documents, reviewing, revising script in prep for tomorrow's deposition, reorganizing same to ensure key topics go first. Sending to team.
5/29/2019	Jessie A	0.8	\$385.00	\$308.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Compile list of needed information for paralegals to pull for mediation binder, and review relevant information in preparation
5/29/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Draft email to Defendants re: latest settlement proposal, and consider appropriate responses based on client feedback
5/29/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Review and provide suggested edits on key takeaways for 30(b)(6) summary chart
5/29/2019	Jessie A	0.4	\$385.00	\$154.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Review mediation binder and identify additional documents to include
5/30/2019	Lena Welch	1.1	\$280.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Receive directions from Jessie and Sean about my role in deposition; review deposition outline and key testimony chart to create outline for notetaking during deposition
5/30/2019	Lena Welch	2.4	\$280.00	\$672.00	\$672.00	CaseMgt	CRIL.Mobility	Billable	Take notes at deposition of Mr. Jurgensen as PMK at DRA office, for potential use during tomorrow's mediation.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/30/2019	Lena Welch	0.4	\$280.00	\$112.00	\$112.00	CaseMgt	CRIL.Mobility	Billable	Discuss status and takeaways at lunch with Sean and Jessie
5/30/2019	Lena Welch	1.6	\$280.00	\$448.00	\$448.00	CaseMgt	CRIL.Mobility	Billable	Take notes at deposition of Mr. Jurgensen as PMK at DRA office, for potential use during tomorrow's mediation.
5/30/2019	Lena Welch	0.4	\$280.00	\$112.00	\$112.00	CaseMgt	CRIL.Mobility	Billable	Debrief with Sean and Jessie, receive research instructions for driver's license restriction codes for different states
5/30/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	receive update from J Agatstein and S Betouliere re 30b6 depo testimony and discuss strategy for use of same and positions to take at tomorrow's mediation
5/30/2019	Sean Betouliere	2.5	\$415.00	\$1,037.50	\$1,037.50	CaseMgt	CRIL.Mobility	Billable	Taking 30b6 deposition.
5/30/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Discuss deposition strategy w/ J. Agatstein.
5/30/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Continuing to take 30b6 depositions.
5/30/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re impact of deposition on mediation, points to focus on tomorrow.
5/30/2019	Sean Betouliere	2	\$415.00	\$830.00	\$830.00	CaseMgt	CRIL.Mobility	Billable	Reviewing documents/script in preparation for taking today's 30b6 deposition, various changes/notes.
5/30/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Review outline to prepare for deposition assistance and tracking
5/30/2019	Jessie A	0.6	\$385.00	\$231.00	\$231.00	CaseMgt	CRIL.Mobility	Billable	Review discovery requests to prepare for follow-up questions in deposition
5/30/2019	Jessie A	2.5	\$385.00	\$962.50	\$962.50	CaseMgt	CRIL.Mobility	Billable	Attend and assist on 30(b)(6) deposition
5/30/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Discuss deposition strategy during break
5/30/2019	Jessie A	1.4	\$385.00	\$539.00	\$539.00	CaseMgt	CRIL.Mobility	Billable	Attend and assist on 30(b)(6) deposition
5/30/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Review notes on deposition and strategize how answers may affect mediation with S. Betouliere
5/30/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize on next day's mediation with S. Seaborn and S. Betouliere
5/30/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Create outline on important settlement terms for mediation preparation in easy-to-access place
5/31/2019	Lena Welch	8.3	\$280.00	\$2,324.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attend mediation at JAMS (1.3 hours travel time)
5/31/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Travel to and from mediation.
5/31/2019	Sean Betouliere	0.7	\$415.00	\$290.50	\$290.50	CaseMgt	CRIL.Mobility	Billable	Meet and prepare for mediation with plaintiffs
5/31/2019	Sean Betouliere	5.6	\$415.00	\$2,324.00	\$2,324.00	CaseMgt	CRIL.Mobility	Billable	Mediation
5/31/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Discuss results of mediation with plaintiffs and next steps
5/31/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategize next steps w/ J. Agatstein and S. Seaborn.
5/31/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Meet and prepare for mediation with plaintiffs
5/31/2019	Jessie A	5.6	\$385.00	\$2,156.00	\$2,156.00	CaseMgt	CRIL.Mobility	Billable	Mediation
5/31/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Discuss results of mediation with plaintiffs and next steps
5/31/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize next steps re:mediation with S. Betouliere and S. Seaborn
6/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure dates on the case calendar had appeared on their personal calendars
6/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Evaluate case tasks for the month
6/3/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Reviewing court order setting deadlines, drafting stip mot for stay.
6/3/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re stip motion, revisions to same and sending to Ds.
6/3/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Revising email to Ds re outstanding issues.
6/3/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere re:follow-up work after mediation
6/3/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Draft email summary to opposing counsel
6/3/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Draft beginning of settlement agreement
6/4/2019	Sean Betouliere	0.5	\$0.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Correspondence w/ finance and CART interpreter re invoice for MobilityWorks case (multiple emails). No charge.
6/4/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing authority re why to resolve inj relief before fees in class context, in prep for future settlement discussions. Notes re same.
6/5/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstien re next steps.
6/11/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
6/11/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Respond to opposing counsel re:setting settlement call
6/14/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft monitoring proposal
6/14/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Prep for settlement call with Ds (outlining args in favor of tracking, etc.)
6/14/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with Defendants re settlement.
6/14/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to mediator, sending to opp. counsel for approval.
6/14/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$332.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft proposal re ensuring consistent implementation, finalizing and sending same.
6/14/2019	Jessie A	0.5	\$385.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Draft implementation proposal letter to MW
6/17/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to file the stipulated motion to leave schedule
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish filing the stipulated motion to leave schedule
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the Judge the word version of the proposed orders
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
6/17/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Finalizing stip motion to stay, sending to paralegal.
6/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
6/18/2019	Sean Betouliere	0.2	\$0.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Listening to vm from court reporter, responding to same.
6/19/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	Fees	CRIL.Mobility	Billable	Correspond with S. Riddle regarding work to pull fees
6/20/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	(fees) review billing judgment and settlement-based reductions to lodestar and assess reasonable proposals for fee demand/next steps
6/20/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Pull fee report for J.Agatstein in excel and PDF form
6/20/2019	Sean Betouliere	2.4	\$415.00	\$996.00	\$0.00	Fees	CRIL.Mobility	No Charge	Reviewing all time in case, exercising billing judgment and no charging various entries, preparing same for submission to Ds/Court if needed.
6/20/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	Fees	CRIL.Mobility	Fees	Email to team re poss. fees settlement offer, strategy. Followup email re same, in reponse to S. Seaborn.
6/20/2019	Sean Betouliere	1.8	\$415.00	\$747.00	\$747.00	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein settlement draft, revising same (incl revisions to defs, class def, release, final approval provisions, etc.). Sending back to J. Agatstein for finalizing.
6/20/2019	Jessie A	2.7	\$385.00	\$1,039.50	\$1,039.50	CaseMgt	CRIL.Mobility	Billable	Finish drafting first draft of settlement agreement
6/25/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Save deposition to the server and circulate to J.Agatstein and S.Betouliere
6/26/2019	Jessie A	3.2	\$385.00	\$1,232.00	\$1,232.00	CaseMgt	CRIL.Mobility	Billable	Finish including edits to draft settlement agreement to include all appropriate class-related terms
6/27/2019	Stuart Seaborn	0.8	\$785.00	\$628.00	\$628.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft proposed class action settlement agreement
6/27/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re components of settlement agreement needed for class-based settlement
6/27/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing S. Seaborn edits/comments to settlement draft in prep for discussing same.
6/27/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re settlement draft.
6/27/2019	Jessie A	0.6	\$385.00	\$231.00	\$231.00	CaseMgt	CRIL.Mobility	Billable	Finalize draft settlement agreement and send to S. Seaborn for review
6/28/2019	Sean Betouliere	1.5	\$415.00	\$622.50	\$622.50	CaseMgt	CRIL.Mobility	Billable	Revising J Agatstein draft of settlement agreement, sending back to J. Agatstein for final review, finalizing.
6/28/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Final review of settlement agreement draft, sending same.
6/28/2019	Jessie A	0.7	\$385.00	\$269.50	\$269.50	CaseMgt	CRIL.Mobility	Billable	Incorporate S. Seaborn edits into draft settlement agreement
6/28/2019	Jessie A	0.6	\$385.00	\$231.00	\$231.00	CaseMgt	CRIL.Mobility	Billable	Proofing and finalizing settlement agreement draft before sending to opposing counsel
7/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure date on the case calendar has appeared on their personal calendars
7/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan for the month
7/2/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
7/9/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Review settlement offer from defendants and strategize over email with S. Betouliere
7/10/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft settlement response letter re training and monitoring
7/10/2019	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Attend conference call with opposing counsel to discuss settlement and policy terms
7/10/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the next call with opposing counsel to discuss settlement and policies
7/10/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing response re monitoring and other relevant docs, in prep for today's call. Drafting notes/agenda re same.
7/10/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re settlement.
7/10/2019	Sean Betouliere	1	\$415.00	\$415.00	\$415.00	CaseMgt	CRIL.Mobility	Billable	Drafting response to June 9 settlement letter.
7/10/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re edits to draft response letter, minor changes to same, sending same.
7/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in to ensure dates on the case calendar had appeared on personal calendars of S.Seaborn, S.Betouliere, and J.Agatstein.
7/17/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
7/18/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Loeb.
7/22/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox.
7/24/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds settlement edits, and looking back through docs and discovery for transfer seat refs. Email to Ds re same, need to keep as part of settlement.
7/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Calendar the mediation deadline
7/29/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re settlement response.
7/31/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J.Agatstein, S.Betouliere, and S.Seaborn to ensure that dates on the case calendar had appeared on their personal calendars
7/31/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
7/31/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re settlement offer, thoughts re response.
8/1/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Review updated settlement draft from S. Betouliere before sent to opposing counsel
8/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure dates from the case calendar have appeared on their personal calendars
8/1/2019	Sean Betouliere	0.6	\$415.00	\$249.00	\$249.00	CaseMgt	CRIL.Mobility	Billable	Revising settlement draft, sending same to opposing counsel.
8/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case and plan tasks for the month
8/5/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Call with MW opposing counsel re settlement.
8/5/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing settlement draft in prep for call with MW opposing counsel re settlement.
8/5/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re settlement status, post call.
8/5/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Research re transfer seats, cost, ease of installation, in prep for email to Ps re possible issue w/ settlement.
8/6/2019	Sean Betouliere	1.4	\$415.00	\$581.00	\$581.00	CaseMgt	CRIL.Mobility	Billable	Drafting letter to Ds re transfer seat base issue.
8/6/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Revising settlement draft per yesterdays call (.3), proofing letter re seat base dispute, finalizing (.1), and sending same to Ds (.1).
8/7/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Response to email from P re transfer seat issue.
8/8/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Emails to M. Loeb (three at .1 each)
8/8/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Drafting joint further CMC statement and sending to Ds
8/8/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Emails to Ds counsel re scheduling settlement.
8/13/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to Melissa and Kelley re mediation.
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the new date set in the NEF



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
8/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
8/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J. Agatstein, S. Betouliere, and S. Seaborn to ensure dates from the case calendar have appeared on their personal calendars
9/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in to ensure that a date on the case calendar had appeared on the personal calendars of S. Seaborn, J. Agatstein, and S. Betouliere
9/3/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Sending response to latest settlement correspondence/email re next steps.
9/3/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Calls and emails with JAMS re setting mediation.
9/3/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ds re mediation date.
9/3/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps with J. Agatstein,.
9/3/2019	Thomas Zito	0.1	\$510.00	\$51.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	consult with S. Betouliere and J. Agatstein re. tactics for non-responsive defendants to mediation
9/3/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere, T. Zito re: mediation and follow-up to finish settlement
9/4/2019	Stuart Seaborn	0.1	\$785.00	\$78.50	\$78.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible replacement mediators
9/4/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Call judges to see their availability for a half day mediation. Was only able to get in touch with one of the three
9/4/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to msg from JAMS re mediation, email to Ds re same.
9/4/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Research re alternate mediators in CD Cal, elsewhere, notes re same.
9/4/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re Ds desire for alternate mediators, poss recs.
9/4/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Attempt to correspond with a judge's clerk to check her availability for a half day of mediation.
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with a clerk for a judge to get his availability for a half day of mediation
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information for the two judges that responded with their availability to J. Agatstein and S. Seaborn
9/5/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing info re poss mediators and email to Ds re same.
9/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Attempt to reach Judge Nagle's clerk to check on her availability for a half day of mediation
9/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with Judge Nagle's clerk to get her availability for a half day of mediation
9/6/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reading and responding to email from potential class member.
9/9/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan and tasks for the month
9/9/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Case Planning - Strategizing re next steps, to dos.
9/9/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to OC re setting mediator.
9/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide J. Agatstein and S. Betouliere with updates judge availability for a mediation
9/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attempt to contact the judge to inform her we would like to schedule a mediation
9/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S. Betouliere re: questions for scheduling the mediation
9/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with the clerk of Judge Nagle to schedule mediation
9/20/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide information to be sent to Judge Nagle to schedule mediation to J. Agatstein and S. Betouliere for review
9/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with Judge Nagle's clerk to schedule a mediation
9/20/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Drafting nature of case, etc. for ADR judge.
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J. Agatstein and S. Betouliere
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Contact two additional judges to get their availability for a half day of mediation

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere about judge prices
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J.Agatstein and S.Betouliere
9/23/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Reviewing info re Phyllis Chang as mediator, email to D's re same.
9/23/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to ADR to cancel mediation w judge Nagle.
9/23/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re looking in to rates/availability for various mediators.
9/23/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Call with S. Seaborn re strategy for mediation, poss mediators to suggest.
9/23/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re mediation issue, next steps.
9/24/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J.Agatstein and S.Betouliere
9/24/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing info re poss mediators and email to to Ds re same.
10/1/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ds re setting fees mediation.
10/2/2019	Stuart Seaborn	0.2	\$785.00	\$78.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	strategy session with S Betouliere re possible mediators and framing of settlement demand (fees)
10/2/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re MW mediation, Ds suggestions.
10/2/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategy call with S. Seaborn re MW mediation, next steps.
10/2/2019	Sean Betouliere	0.8	\$415.00	\$332.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Reviewing past fee mots/demands - notes re same in prep for drafting same.
10/2/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next-steps, to-dos.
10/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Run fee report from June to September 2019
10/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Run fee report from June to September 2019 in excel format
10/3/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Reviewing P emails, drafting response to Ps re mediation, next steps (one at .2, one at .3).
10/3/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to OC re mediation.
10/4/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re framing of fee demand and quatifying work through final approval (fees)
10/4/2019	Sean Betouliere	2	\$415.00	\$830.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing and trimming time, determining % reduction for fee settlement demand/strategy re same.
10/4/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re fee demand/final approval.
10/4/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from K. Fox.
10/4/2019	Sean Betouliere	1.6	\$415.00	\$664.00	\$664.00	Fees	CRIL.Mobility	Billable	Reviewing caselaw re fees in prep for drafting demand (Engel, Morales, Hensley, Ketchum, Moreno v. Sac, others). Notes re same.
10/7/2019	Jessie A	0.2	\$385.00	\$77.00	\$77.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn & S. Betouliere re:final settlement, mediation
10/7/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan and tasks for the month
10/7/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	(fees) review/revise S Betouliere draft demand letter re reasonable fees and support for same
10/7/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re addressing Defs failure to respond to remaining issues re injunctive relier portion of settlement
10/7/2019	Sean Betouliere	1.5	\$415.00	\$622.50	\$622.50	CaseMgt	CRIL.Mobility	Billable	Drafting fee settlement offer, sending same to S. Seaborn for review.
10/7/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Work session with J. Agatstein and S. Seaborn re settlement strategy
10/10/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
10/11/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re prep of cmc statement in light of defs failure to respond on settlement
10/11/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps re CMC/settlement.
10/11/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox to confirm date of mediation, request settlement revisions.
10/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to emails from Ps re settlement conf availability.
10/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
10/16/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Update email to Ps re settlement.
10/17/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Call with D Giacopini re delays in settlement, strategy/next steps.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/17/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Attempting to call opposing counsel re need for updated settlement draft in advance of cmc statement to court, followup email re same.
10/17/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re scheduling settlement.
10/18/2019	Jessie A	0.1	\$385.00	\$38.50	\$38.50	CaseMgt	CRIL.Mobility	Billable	Review and provide few edits to CMC
10/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the case management statement
10/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
10/18/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs revised settlement counter
10/18/2019	Stuart Seaborn	0.3	\$785.00	\$235.50	\$235.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft settlement agreement response/counter
10/18/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Conferring with clients re settlement agreement revisions.
10/18/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds settlement agreement revisions (.1). Strategizing with S. Seaborn re same (.2).
10/18/2019	Sean Betouliere	0.4	\$415.00	\$166.00	\$166.00	CaseMgt	CRIL.Mobility	Billable	Revising settlement agreement, responding to Ds comments.
10/18/2019	Sean Betouliere	0.3	\$415.00	\$124.50	\$124.50	CaseMgt	CRIL.Mobility	Billable	Drafting further CMC, revising same to incorporate J. Agatstein feedback, and sending on to Ds.
10/18/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$41.50	CaseMgt	CRIL.Mobility	Billable	Reviewing reqs for further CMC statement in local rules.
10/21/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the mediation
10/21/2019	Sean Betouliere	0.1	\$415.00	\$41.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Email to mediator in response to q re logistics.
10/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	Fees	CRIL.Mobility	Billable	Reviewing costs and revising demand letter to include same.
10/21/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re mediation statement.
10/23/2019	Jessie A	0.4	\$385.00	\$154.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Compile sample fee mediation statemnets as templates for upcoming mediation statement
10/28/2019	Jessie A	3.4	\$385.00	\$1,309.00	\$1,309.00	CaseMgt	CRIL.Mobility	Billable	Draft first six pages of mediation statement
10/29/2019	Jessie A	1.3	\$385.00	\$500.50	\$500.50	CaseMgt	CRIL.Mobility	Billable	Write next three pages of mediation statement
10/29/2019	Jessie A	2.4	\$385.00	\$924.00	\$924.00	CaseMgt	CRIL.Mobility	Billable	Write final section of mediation statement
10/29/2019	Stuart Seaborn	0.2	\$785.00	\$157.00	\$157.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs revised settlement counter
10/29/2019	Sean Betouliere	0.2	\$415.00	\$83.00	\$83.00	CaseMgt	CRIL.Mobility	Billable	Strategizing w S. Seaborn re upcoming settlement mtg, demand.
10/30/2019	Jessie A	1.3	\$385.00	\$500.50	\$500.50	CaseMgt	CRIL.Mobility	Billable	Do first edit of mediation statement; fix inconsistencies, make more readable
10/30/2019	Jessie A	0.4	\$385.00	\$154.00	\$154.00	CaseMgt	CRIL.Mobility	Billable	Add in section about minor substantive issues to mediation statement
10/30/2019	Jessie A	1.3	\$385.00	\$500.50	\$500.50	CaseMgt	CRIL.Mobility	Billable	Research, read, and gather recent incentive award and fee award orders from Judge White to prepare for mediation
10/31/2019	Jessie A	1.8	\$385.00	\$693.00	\$693.00	CaseMgt	CRIL.Mobility	Billable	Make edits based on S. Betouliere review, suggestions, in mediation brief
10/31/2019	Jessie A	0.3	\$385.00	\$115.50	\$115.50	CaseMgt	CRIL.Mobility	Billable	Gather all exhibits for mediation brief
10/31/2019	Sean Betouliere	0.5	\$415.00	\$207.50	\$207.50	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein draft of mediation brief, big picture comments re framing/organization of same, sections to add.
10/31/2019	Sean Betouliere	1.9	\$415.00	\$788.50	\$788.50	CaseMgt	CRIL.Mobility	Billable	Reviewing revised J. Agatstein draft of mediation brief, revising intro and making edits to other sections, sending same back to J. Agatstein to finalize.
<b>Totals:</b>		436.6		\$180,275.00	\$151,470.50				

**Exhibit 3:  
Plaintiffs' Total  
Fees Through  
March 31, 2020  
(2020 Rates)**

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/30/2017	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Discussion with D. Giacopini re: issues with MobilityWorks, no rentals with hand controls.
1/8/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emails to J. Kern (class member, poss P) re: poss case.
1/9/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing materials from J. Kern, responding to email.
1/10/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Call with J. Kern (class member, poss P) re poss. case.
1/10/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Followup call with J. Kern re: poss case.
1/10/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Factual research re: MobilityWorks, certification process for getting hand controls, etc.. Notes re: same.
1/10/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Factual research re: MobilityWorks. Notes re: same.
1/10/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to S. Wolinsky re: poss case.
1/11/2018	Michelle Caiola	0.2	\$805.00	\$161.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Mobility Works - review SB analysis, direct re same
1/12/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to S. Wolinsky email re: case.
1/12/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Response to S. Wolinsky email re: case.
1/16/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Caiola re: case, poss client.
1/18/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Research re: MobilityWorks incorporation, principal place of business, revenues, etc. Notes re: same.
1/23/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to D. Giacopini email.
1/23/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to further email from D. Giacopini.
1/24/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to D. Giacopini.
2/13/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive instruction from S. Wolinsky re drafting Complaint (Mobility Works)
2/13/2018	Meredith Weaver	0.2	\$425.00	\$85.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive background from S. Betouliere re Mobility Works investigation
2/13/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Request paralegal assignment (mobility works)
2/13/2018	Meredith Weaver	0.8	\$425.00	\$340.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Factual and legal research in preparation for drafting complaint
2/13/2018	Meredith Weaver	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review D. Giacopini's email to Mobility Works; S. Betouliere & S. Wolinsky correspondence re J. Kern experience w/ Mobility Works; and New Mobility post re Mobility Works
2/13/2018	Sid Wolinsky	0.6	\$1,005.00	\$603.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check no response to our demand letter and create to-do memo
2/13/2018	Sid Wolinsky	0.3	\$1,005.00	\$301.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Strategy session w/SB re our next step
2/13/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Instructions to MW re drafting complaint
2/13/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to D. Giacopini re: next steps.
2/13/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky re: next steps.
2/13/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Weaver re: background info, for complaint drafting.
2/13/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with M. Weaver re: complaint.
2/14/2018	Meredith Weaver	3.4	\$425.00	\$1,445.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin draft Mobility Works complaint (through first cause of action)
2/15/2018	Meredith Weaver	2.5	\$425.00	\$1,062.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare Mobility works complaint
2/16/2018	Meredith Weaver	2	\$425.00	\$850.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Revise and finish drafting Mobility Works complaint
2/16/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Instruct paralegal re case initiation steps
2/16/2018	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Reviewing M. Weaver draft complaint, making some revisions, and making notes re: same.
2/19/2018	Sid Wolinsky	0.7	\$1,005.00	\$703.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	My line by line review of draft complaint and memo with side comments re further work that needs to be done
2/20/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Initial conversation w/ S. W. & S. B. re Mobility Works
2/20/2018	Meredith Weaver	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive feedback on Mobility Works complaint draft from S. Wolinsky
2/20/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Type up notes from strategy meeting and send to S. Betouliere
2/20/2018	Sid Wolinsky	0.3	\$1,005.00	\$301.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Work session w/SB and MW
2/20/2018	Sid Wolinsky	0.9	\$1,005.00	\$904.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Work memo re next step on multiple issues including organizational plaintiff, checking out precise policy in various areas; considering national v. statewide class action, etc.
2/20/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky and M. Weaver re: complaint.
2/20/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with M. Weaver re: complaint revisions.
2/20/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing secretary of state filings and DBA records re: MobilityWorks, for reference in complaint.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/20/2018	Kyle Ruiz	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare case calendars and folders.
2/21/2018	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re: background info, for use in complaint.
3/30/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Research re: poss org Ps, notes re: same.
4/4/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to plaintiff.
4/9/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Drafting update email to S. Wolinsky re case.
4/9/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Email to Dorene G. re: scheduling time to talk re case.
4/9/2018	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff re: experiences with MobilityWorks, for complaint. Also discussing poss. org. plaintiffs.
4/11/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email re: poss org P.
4/11/2018	Sean Betouliere	1.6	\$425.00	\$680.00	\$680.00	CaseMgt	CRIL.Mobility	Billable	Revising introduction of complaint.
4/12/2018	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Further factual research for complaint.
4/12/2018	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Continuing to revise introduction of complaint.
4/12/2018	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Drafting Parties" section of complaint
4/12/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re: independent living centers having associational standing, for complaint, notes re: same.
4/12/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising venue section of complaint.
4/13/2018	Sean Betouliere	0.9	\$425.00	\$382.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re: whether Unruh Act claim premised on violation of ADA confers fed question jdx, for complaint/claims. Notes re: same.
4/13/2018	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Research re: standard for establishing intentional discrimination in Unruh claim, for complaint. Notes re: same.
4/13/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Drafting class action allegations section of complaint.
4/13/2018	Sean Betouliere	1.3	\$425.00	\$552.50	\$552.50	CaseMgt	CRIL.Mobility	Billable	Continuing to draft various sections of complaint.
4/16/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re: case.
4/16/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Followup email to Plaintiff re: case, additional issues.
4/18/2018	Michelle Caiola	0.3	\$805.00	\$241.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	check in with SS re status of case and strength of claim, next steps as per SB
4/18/2018	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Drafting memo to CRIL Board re case, for board meeting re whether to be an org P.
4/18/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: case, claims, plaintiffs.
4/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with Dorene Giacopini re: CRIL board meeting, interest in case.
4/18/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: revisions to letter to CRIL board.
4/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising letter to CRIL board and sending same.
4/18/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Research re: CA Bar demand letter requirements, relevance to case. Notes re same.
4/18/2018	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatuoliere re possible causes of action and timing/content of complaint
4/18/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review/revise proposed update to CRIL re litigation plan
4/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emails to Plaintiff re: case, in response to questions.
4/24/2018	Sean Betouliere	0.8	\$425.00	\$340.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Researching ethics of indemnifying costs, email to Plaintiff re: same in response to question re: same.
4/26/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my suggestions for next steps
4/26/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Response to email from Plaintiff.
4/26/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Wolinsky re: case.
4/30/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my instructions
5/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re: experiences of Berkeley CIL ED, other case-related matters.
5/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Followup email to Plaintiff re: poss. org P. , info needed.
5/21/2018	Melissa Riess	0.2	\$470.00	\$94.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Phone call with S Betouliere and M Caiola re ILC contacts for CRIL
5/21/2018	Melissa Riess	0.1	\$470.00	\$47.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Discussion with S Seaborn re ILC contacts for CRIL
5/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Revising email introducing ILCs and sending same.
5/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Strategizing with M. Riess re: ILC outreach.
5/22/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Drafting and sending outreach email to ILCs re: serving as org Ps
5/31/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Dorene Giacopini re: poss plaintiff.
5/31/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re: addition of UCL claim, info needed.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
6/13/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Creation of an AttorneysFees_Delays folder in the case file on the server
6/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to D. Giacopini re: CRIL board meeting regarding participation as org P.
6/18/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to D. Giacopini re: CRIL board meeting regarding participation as org P.
6/21/2018	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re: today's CRIL board meeting re: approval of acting as org P., other case-related matters.
6/21/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Answering questions from CRIL board members re whether to sign on to litigation as org P.
6/21/2018	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in preparation for tonight's board meeting. Making notes and prepping talking points re same.
6/22/2018	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatoulie re possible ADA and UCL claims, framing of demand and complaint
6/22/2018	Thomas Zito	0.4	\$525.00	\$210.00	\$210.00	CaseMgt	CRIL.Mobility	Billable	discussion of claims with S.Betouliere
6/22/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re poss claims, how to address issue of required" driver specialist certification."
6/22/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Updating S. Seaborn on case, CRIL involvement. Strategizing re framing of claims, need for further demand letter, next steps..
6/22/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff Giacopini re next steps.
6/22/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Drafting retainers, sending same to Giacopini and CRIL.
6/22/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from potential P.
6/25/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Organizing meeting with pot P.
6/25/2018	Sid Wolinsky	0.2	\$1,005.00	\$201.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Status update from SB and my suggestions
6/25/2018	Sid Wolinsky	0.4	\$1,005.00	\$402.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	My comments and to-do memo re Berkeley CILED and mobility works imposition specialty course
6/26/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review correspondence from CILs and individuals re handcontrol issues and assess timing/content of demand re same
6/26/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Beatoulie re outreach to affected individuals/CIL
6/26/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Discussion with S. Seaborn re upcoming mtg with pot P.
6/26/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re upcoming mtg with pot P.
6/27/2018	Stuart Seaborn	1.5	\$795.00	\$1,192.50	\$1,192.50	CaseMgt	CRIL.Mobility	Billable	meeting with S James re possible role in case and assessment of his claims/concerns re mobility works (1.0); (travel to and from his office: .5)
6/27/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Preparing for meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Travel to and from meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn prior to meeting with Stuart James.
6/27/2018	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Meeting with Stuart James of CIL re case.
6/27/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending retainer agreement to Stuart James, along with email about next steps.
6/27/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with CRIL ED regarding case, next steps.
7/6/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Responding to email from S. James.
7/9/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Emails to S. James and R. Halog re complaint.
7/12/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Call with Ron Halog at CRIL re case, complaint, impacts on CRIL as org.
7/12/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint draft to incorporate information from today's call.
7/13/2018	Sean Betouliere	1.7	\$425.00	\$722.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re requirements for pleading under fraud/unlawfulness provisions of UCL, in prep for adding claims to complaint (Reid, Opperman, Allied Grape v. Bronco, Kwikset, Tobacco II, etc.)
7/13/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re scope of relief available under UCL.
7/13/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re atty fee recovery under UCL, in prep for adding claims to complaint.
7/13/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research class cert under UCL, in prep for adding claims to complaint.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
7/13/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Determining whether CLRA claims can be added to complaint.
7/19/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emails to S. James re meeting.
7/20/2018	Sean Betouliere	2.1	\$425.00	\$892.50	\$892.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint to include fed claims/other revisions.
7/26/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiff S. James re case, complaint, next steps.
7/26/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Preparing for call with Plaintiff S. James re case, complaint, next steps.
7/27/2018	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Drafting portions of complaint dealing with experiences of S. James
8/1/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	receive update from S Betouliere re additional client and discuss timing/content of claims
8/1/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Preparing for call with pot. Plaintiff re case.
8/1/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with pot. Plaintiff re case.
8/1/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to pot. Plaintiff re case.
8/8/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing email from S. James re complaint, followup re same.
8/10/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to pot. Plaintiff.
8/13/2018	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft complaint
8/13/2018	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Further research re whether any statutory or regulatory req regarding hand controls in State of CA.
8/13/2018	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Further revision to complaint, sending same to S. Seaborn for review.
8/14/2018	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible claim based on CRIL's experiences and next steps re demand letter
8/14/2018	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Drafting demand letter and sending to S. Seaborn for review.
8/14/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps, demand letter.
8/14/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Call with org P re case, next steps.
8/14/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Org P re case, next steps, outreach.
8/17/2018	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft demand letter outline problematic policies re hand controls and certification requirements
8/17/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Finalizing demand letter and sending to paralegals to send out.
8/20/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send two demand letters via certified mail at the request of S.Betouliere
8/24/2018	Stuart Seaborn	1.6	\$795.00	\$1,272.00	\$1,272.00	CaseMgt	CRIL.Mobility	Billable	review/revise factual sections of draft complaint
8/24/2018	Stuart Seaborn	1.4	\$795.00	\$1,113.00	\$1,113.00	CaseMgt	CRIL.Mobility	Billable	review/revise causes of action and class allegations in draft complaint
8/24/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re intent requirement for UCL claims.
8/24/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Research re whether UCL class reps need to show economic injury.
8/24/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Strategy calls with S. Seaborn re complaint (three calls, .5 total).
8/27/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar a deadline on the case calendar
8/27/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Further attempt to determine whether there are any statewide driver cert requirements, for determination re whether to seek nationwide relief.
8/27/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re research needed into nationwide driver cert reqs.
8/27/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to org P.
8/28/2018	Michele Chu	2	\$230.00	\$460.00	\$460.00	CaseMgt	CRIL.Mobility	Billable	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Michele Chu	1.8	\$230.00	\$414.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Michele Chu	0.9	\$230.00	\$207.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/28/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S.Betouliere re: had the calendared date shown up on his personal calendar

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
8/29/2018	Michele Chu	1.4	\$230.00	\$322.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
8/30/2018	Michele Chu	1.1	\$230.00	\$253.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/4/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide S.Betouliere with the certified mail receipt
9/4/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to R. Halog at CRIL.
9/5/2018	Michele Chu	1.7	\$230.00	\$391.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/5/2018	Michele Chu	1.6	\$230.00	\$368.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/6/2018	Michele Chu	0.7	\$230.00	\$161.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them.
9/6/2018	Michele Chu	1.9	\$230.00	\$437.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Researched whether there are any states that actually require people to do a driver rehabilitation evaluation / certification or get any kind of "prescription" for hand controls before using them. Sent research memo completed so far to S. Betouliere and asked for guidance.
9/6/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing paralegal memo re state law reqs re hand controls, response re same.
9/9/2018	Stuart Seaborn	1.1	\$795.00	\$874.50	\$874.50	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft fed complaint on behalf of CRIL and indivs
9/10/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to CRIL re case.
9/11/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere updated draft fed complaint
9/11/2018	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	review and comment on draft SNA and prep possible framework for negotiations on remedy
9/11/2018	Sachiko Riddle	0.8	\$275.00	\$220.00	\$220.00	CaseMgt	CRIL.Mobility	Billable	Research into finding statistics on how many individuals with mobility disabilities drive in California and nation wide
9/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Research into finding statistics on how many individuals with mobility disabilities drive in California and nation wide
9/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere re: research into drivers who have mobility disabilities
9/11/2018	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Further revisions to draft complaint, sending to S. Seaborn for review.
9/11/2018	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Proofing draft complaint, making final stylistic and other revisions, and sending on to clients for review and approval.
9/11/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Plaintiff.
9/12/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Scan in certified mail receipts and saved to the correspondence folder
9/14/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing D. Giacomini feedback re draft complaint and response to same.
9/17/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and R Williford re support for numerosity for purposes of class claims and sufficient numbers of drivers who use hand controls
9/17/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing P feedback re draft complaint and response to same.
9/17/2018	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Drafting litigation committee memo and sending same to S. Seaborn for review.
9/17/2018	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Revising complaint and sending new draft to plaintiffs for review
9/18/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the litigation committee memo at the request of S.Betouliere
9/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing email from D. Giacomini and responding to same.
9/18/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing followup email from D. Giacomini and responding to same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
9/19/2018	Stuart Seaborn	0.8	\$795.00	\$636.00	\$636.00	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft fed complaint on behalf of CRIL and indivs
9/20/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Create the litigation committee approval tracker and begin to track litigation committee responses
9/20/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Responding to lit committee email.
9/20/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Responding to lit committee email.
9/20/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiffs re complaint draft.
9/20/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and accepting all changes in complaint draft, sending to Ps for signature.
9/21/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Email to CRIL board in response to questions.
9/21/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Searching for statistics for use to establish numerosity
9/21/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Locating and emailing potential expert for statistics for use in establishing numerosity.
9/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Making minor revisions to complaint.
9/24/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from R. Halog at CRIL.
9/25/2018	Sachiko Riddle	0.6	\$275.00	\$165.00	\$165.00	CaseMgt	CRIL.Mobility	Billable	Proof read the complaint and input edits and return to S.Betouliere
9/25/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Draft the civil cover sheet and send to S.Betouliere for review
9/25/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$82.50	CaseMgt	CRIL.Mobility	Billable	Draft two summons and send to S.Betouliere for review
9/25/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with CRIL ED and board re case.
9/25/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Updating S. Seaborn on case and strategizing re next steps.
9/25/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing local rules and preparing filing checklist
9/25/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Attempting to call, and then emailing, S. James re finalizing complaint.
9/25/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing paralegal revisions to complaint draft, accepting some changes.
9/27/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with P re complaint revisions.
9/27/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to P. re further complaint revisions.
10/1/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Finalizing complaint and assisting paralegal with filing.
10/1/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re draft complaint.
10/1/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Researching assigned judge and email to S. Seaborn re same.
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the finished documents for filing to S.Betouliere for review
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Change the address on the summons for MobilityWorks CA
10/1/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to file the complaint and civil cover sheet
10/1/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish filing complaint and civil cover sheet with S.Betouliere
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Print the receipt and prepare the credit card receipts form for finance re: the cost of the initial filing
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn
10/1/2018	Sachiko Riddle	0.5	\$275.00	\$137.50	\$137.50	CaseMgt	CRIL.Mobility	Billable	Research on how to serve defendants
10/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S. Betouliere re: contacting the clerk's office to ensure we filed correctly
10/1/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Provide S. Betouliere recommendations re service of process
10/2/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft letter to Defs re waiver of service and possible discussions re resolution
10/2/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Conferring with S. Seaborn re summons, waiver issue.
10/2/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Locating number for MW corporate, calling same to find address to send req for waiver of service to.
10/2/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing requirements for waiver request, drafting initial email re same.
10/2/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Revising and sending email re waiver request.
10/2/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing judge's standing orders, notes re same.
10/2/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re case, whether to consent to magistrate jdx, other matters.
10/2/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re case strategy, declination deadline.
10/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Correspond with the clerk's office to ask about filing the summons correctly
10/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to refile the summons under the correct ECF event

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/2/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with the clerk's office to ask about filing the summons correctly
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the summons under the correct ECF event
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Circulation to S.Betouliere and S.Seaborn
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar when to expect a response from defendants to waive service
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Circulation to S.Betouliere and S.Seaborn
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the deadline to file the magistrate judge consent/declination form
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Draft an email to the Judge's docket corrections clerk about the refiled summons under the correct event. Sent to S.Betouliere for review
10/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Email the Judge's docket corrections clerk about the refiled summons under the correct event.
10/2/2018	Meredith Weaver	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Collect documents re service & waiver for S. Betouliere's use in Mobility Works
10/3/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps, case plan.
10/3/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Betouliere to make sure the dates calendared yesterday appeared on his personal calendars
10/3/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Contact file management to move this case from investigation to active
10/3/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/9/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re addressing waiver of service and request for settlement meeting with defs
10/9/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Preparing materials for waiver of service, sending same to opposing counsel.
10/9/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading email from opposing counsel, brief research re same.
10/9/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to opposing counsel re waiver.
10/10/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the waiver of service for defendants at the request of S.Betouliere
10/10/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule the deadline for defendants to answer the complaint on the calendar at the request of S.Betouliere
10/10/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/11/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
10/11/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Filling out form re declining magistrate jdx, sending to paralegal to file.
10/11/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to D's re declination of magistrate jdx.
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Betouliere and S.Seaborn to make sure a date showed up on their personal calendars from the case calendar
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	See if opposing counsel has appeared on ECF to receive notification of filing
10/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/12/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Research re assigned judge, email to S. Seaborn re same.
10/12/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere and S.Seaborn
10/17/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps.
10/30/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
10/30/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re necessary discovery in case, notes re same.
10/30/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Judge's standing order, sending same to opposing counsel.
10/30/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with B Betouliere re initial litig plan and evidence/discovery needed for partial msj on unlawful policies/practices
10/31/2018	Jessie A	0.6	\$395.00	\$237.00	\$0.00	Admin	CRIL.Mobility	No Charge	Start case plan memo
10/31/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re case plan, discovery needed.
10/31/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re scheduling order.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/31/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing various scheduling orders from Judge White, notes re same.
10/31/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Reviewing past discovery plans, complaint - brainstorming what is needed in this case.
10/31/2018	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein first draft of discovery plan, adding additional items needed, various ways of getting same.
10/31/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing timelines for various case milestones under FRCP, notes re same for use in case plan.
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere re: calling the Judge's calendar clerk to see when we will get the scheduling order
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Call the Judge's calendar clerk to see when we will get the scheduling order
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Contact IT to request that J.Agatstein be added to the case calendar
10/31/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar dates on the scheduling order at the request of S.Betouliere
10/31/2018	Jessie A	0.6	\$395.00	\$237.00	\$0.00	Admin	CRIL.Mobility	No Charge	Reviewed complaint to get up to speed on case
10/31/2018	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Strategy session with S. Betouliere on discovery and case plan
10/31/2018	Jessie A	1.4	\$395.00	\$553.00	\$553.00	CaseMgt	CRIL.Mobility	Billable	Develop discovery plan outline and begin planning specifics
11/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn and S.Betouliere
11/1/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the dates from the new scheduling order and delete the dates from the old scheduling order
11/1/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to T. Hardy (opposing counsel) with revised scheduling order, GO 56, and standing order re CMC statements.
11/1/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to T. Hardy (opposing counsel) re scheduling GO 56 mtg,
11/1/2018	Jessie A	0.3	\$395.00	\$118.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Review General Order 56 and possible schedule
11/1/2018	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Continue to develop and edit discovery plan
11/1/2018	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Strategy session with R. Williford and S. Betouliere re: GO 56 and scheduling and mediation
11/1/2018	Jessie A	1.4	\$395.00	\$553.00	\$553.00	CaseMgt	CRIL.Mobility	Billable	Fact research on publicly available information for initial disclosures and discovery planning not previously found by paralegal
11/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with J.Agatstein, S.Betouliere, and S.Stuart re: if the dates calendared on the case calendar have appeared on their personal calendars
11/2/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with J.Agatstein re: filing a notice of appearance for her in the Northern District
11/2/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Draft notice of appearance for J.Agatstein. Sent to her for review
11/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Apply for admission into the northern district for J.Agatstein
11/2/2018	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Fill out petition for admission for J.Agatstein into the northern district
11/2/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the petition to be admitted to the northern district for J.Agatstein
11/2/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to new opposing counsel.
11/2/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Researching new opposing counsel, notes re same.
11/2/2018	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Continue fact research on publicly available information for initial disclosures and discovery planning
11/2/2018	Jessie A	0.8	\$395.00	\$316.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Apply for admission to N.D. Cal and set up ECF with Sachi
11/7/2018	Jessie A	2.1	\$395.00	\$829.50	\$829.50	CaseMgt	CRIL.Mobility	Billable	Draft initial disclosures
11/9/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing draft initial disclosures. Comments/revision re same.
11/9/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiff re communications with D.
11/9/2018	Jessie A	1.1	\$395.00	\$434.50	\$434.50	CaseMgt	CRIL.Mobility	Billable	Review Judge White's rulings on disability cases, fees, and related matters, notes re same for memo re same
11/12/2018	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	create case management plan based on gen order 56 scheduling order and evidence needed for settlement and msj
11/21/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re addressing Defs delay in responding to GO 56 settlement process



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
11/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with Stuart Seaborn re next steps.
11/21/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing case deadlines and email to opposing counsel re same, need to set up joint inspection/settlement talks.
11/26/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from opposing counsel.
11/28/2018	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending case update to clients.
11/28/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from P.
11/28/2018	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re poss MTD.
11/29/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review proposed stip re GO 56 admin relief
11/29/2018	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Draft a notice of appearance for J.Agatstein
11/29/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the notice of appearance for J.Agatstein
11/29/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, J.Agatstein, and S.Seaborn
11/29/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare chambers copies of the notice of appearance to send to the Judge
11/29/2018	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send chambers copies to be shipped overnight through Fedex
11/29/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Preparing for call with opposing counsel.
11/29/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with J Agatstein and opposing counsel re next steps.
11/29/2018	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Drafting stipulated mot for admin relief, revising same in response to feedback, proofing, and sending on to opposing counsel for review.
11/29/2018	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Call with S. Betouliere and opposing counsel on scheduling and GO 56
11/29/2018	Jessie A	0.2	\$395.00	\$79.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Edit and file notice of appearance
11/29/2018	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Edit and provide comments to proposed stipulation and motion for relief from GO 56
12/4/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide Fedex receipt from chambers copies to L.Kailash
12/5/2018	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs request for extension on resp pleading and possible stip re GO 56 procedures
12/6/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel.
12/6/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re stip.
12/7/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from opposing counsel.
12/10/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review defs revised stips/proposed order re admin relief from GO 56 proceedings and extension of responsive pleading date
12/10/2018	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising proposed stip edits, emailing opposing counsel re same.
12/10/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Call with S. Seaborn re stip edits.
12/10/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re stip edits.
12/10/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re stip edits.
12/10/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Final review of stip edits and email re same.
12/10/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re K. Fox call, seeking feedback.
12/11/2018	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review complaints/evidence from additional potential class members and assess strength of same
12/11/2018	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	Training	CRIL.Mobility	No Charge	Train A.Pollock on how to correctly conduct an ECF notification circulation including saving the document to the server
12/11/2018	Arielle Pollock	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Betouliere re case overview, strategy, and status
12/11/2018	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S. Betouliere, J. Agatstein, and S.Seaborn
12/11/2018	Arielle Pollock	0.4	\$230.00	\$92.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule calendar updates mentioned in ECFs 15-16
12/11/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to potential additional P/declarant.
12/11/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with team re next steps and email to opposing counsel re same.
12/12/2018	Arielle Pollock	0.8	\$230.00	\$184.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Update calendar dates
12/12/2018	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Discussion with S. Seaborn re potential add'l plaintiff.
12/13/2018	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare and issue documents to S.Betouliere
12/14/2018	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Call with potential additional plaintiff, notes re same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
12/14/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Discussion with J. Agatstein re potential additional plaintiff.
12/14/2018	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re discrim contractual requirements no defense, notes re same.
12/18/2018	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email from opposing counsel.
1/2/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps, work plan.
1/7/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing answer, notes re same.
1/7/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn and arrange in server
1/7/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to S.Betouliere and S.Seaborn and arrange in server
1/8/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review defs answer and aff defs and assess evid needed re same
1/8/2019	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re possible settlement framework and case management/discovery planning
1/8/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re upcoming meet and confer, settlement efforts, discussing Ds answer and what to expect.
1/8/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
1/8/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update to Plaintiffs re case.
1/8/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' recently filed answer
1/8/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere and S. Seaborn on next steps, settlement/mediation, and discovery planning
1/8/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Review and make suggested edits to email to clients regarding case updates
1/10/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Correspondence with opposing counsel to schedule call.
1/10/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with cocounsel to discuss next steps.
1/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from plaintiff.
1/15/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re tomorrow's call w/ opposing counsel.
1/15/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Reviewing DCH . Karzewski and CA demand letter reqs in prep for tomorrow's call.
1/15/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Betouliere on strategy for meet and confer and outstanding issues w.r.t. settlement
1/16/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with opposing counsel.
1/17/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein and opposing counsel re next steps, settlement.
1/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to H. Herman and sending to opposing counsel for approval.
1/17/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Meet and confer with opposing counsel regarding possible settlement
1/17/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Follow-up discussion with S. Betouliere regarding settlement and proposed policy changes
1/18/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Emails re: ADR scheduling/logistics (several)
1/22/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to ADR program.
1/23/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to ADR program.
1/23/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising draft email to Ps w/ case update.
1/23/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Draft update letter to plaintiffs regarding case and settlement
1/23/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification Circulation to S. Seaborn and S.Betouliere and circulate ADR conference calendar invitation
1/23/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Add J.Agatstein to current case listing
1/24/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft settlement proposal letter re handcontrol policies
1/24/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Reviewing memo re rental car company practices and draft settlement demand from J. Agatstein. Revising draft letter to opposing counsel re settlement demands.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
1/24/2019	Jessie A	1.6	\$395.00	\$632.00	\$632.00	CaseMgt	CRIL.Mobility	Billable	Review and compile major rental car companies' policies for adaptive equipment installation to determine reasonableness and practicality of proposed settlement terms
1/24/2019	Jessie A	0.8	\$395.00	\$316.00	\$316.00	CaseMgt	CRIL.Mobility	Billable	Draft proposed settlement terms
1/24/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Email clients with proposed policy terms for settlement
1/25/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to P. S. James seeking feedback on settlement proposal.
1/25/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing S. James settlement proposal feedback, response re same.
1/28/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re upcoming call.
1/28/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update to Ps re settlement, relief to request.
1/28/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Confer with J. Agatstein and S.Betouliere via email re: ADR conference prep
1/30/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel, J. Agatstein, and H. Herman of ADR Unit, to discuss ADR options.
1/30/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Post-call debrief with J. Agatstein, determining next steps/tasks.
1/30/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising cover letter to opposing counsel, sending same back to J. Agatstein.
1/30/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Meeting with ADR Department in NDCal and opposing counsel
1/30/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Draft email to MobilityWorks and make final changes to proposed policy demands based on client feedback
1/30/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Prep for ADR Call
1/30/2019	Arielle Pollock	0.5	\$230.00	\$115.00	\$115.00	CaseMgt	CRIL.Mobility	Billable	Take notes during ADR Conference Call with J. Agatstein, S. Betouliere, mediator, and opposing counsel
1/30/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Finalize ADR conference call notes and circulate to J. Agatstein and S. Betouliere
1/30/2019	Arielle Pollock	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Confer with S.Betouliere via email about updating action items re: stip, names, and PO
1/31/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
2/1/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re provision hand controls, and email to J. Agatstein re settlement strategy re same.
2/1/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Read relevant Ninth Circuit and district court case law on hand controls for settlement purposes
2/11/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re settlement, next steps.
2/12/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re discovery needed and timing/content of same
2/12/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Revising initial disclosures.
2/12/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Seaborn to discuss overall case strategy.
2/12/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re discovery plan, poss early 30b6.
2/12/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Brainstorming possible 30b6 topics/discovery reqs, notes re same.
2/13/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Conversation with potential expert re case.
2/13/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to pot. Expert.
2/13/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re potential expert.
2/13/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing suggested mediators (.2) strategizing with J. Agatstein re same (.1).
2/13/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Research opposing counsel's proposed mediators
2/13/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Find form for mediation referral request and fill out
2/14/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File stipulation and proposed order selecting meditation
2/14/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review draft initial disclosures
2/14/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re ADR, scheduling settlement mtg.
2/14/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Final revisions to initial disclosures, sending same.
2/14/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising draft email to Plaintiffs re settlement next steps.
2/14/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Drafting form stip and suggested email to ADR unit, sending same to opposing counsel for approval.
2/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to client email.
2/14/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re early discovery, 26f, notes re same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/14/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Email to J. Agatstein re early discovery/26f ideas, CMC statement.
2/14/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Draft email to clients regarding updates in case
2/15/2019	Arielle Pollock	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate ECF notification to J.Agatstein, S.Betouliere, and S.Seaborn
2/15/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Revising email to client re settlement goals/strategy, sending same back to J Agatstein.
2/15/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Respond to client question regarding case
2/19/2019	Arielle Pollock	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF Notification Circulation to S.Seaborn, J.Agatstein, and S.Betouliere
2/19/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review/comment on mediator proposal list for ADR program
2/19/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re additional poss. mediators, email to opposing counsel re same.
2/19/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing docs from consulting expert.
2/20/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Ds.
2/20/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to ADR Unit.
2/20/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Review of email from J. Agatstein, slight revision to same.
2/20/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials from consulting expert, notes re same.
2/20/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Compile client availability and propose dates for settlement and meet and confer with opposing counsel
2/21/2019	Arielle Pollock	0.5	\$230.00	\$115.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Circulate Defendants Initial Disclosures to S.Betouliere and J. Agatstein
2/21/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing initial disclosures, notes re same.
2/21/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Initial review of NMEDA guidelines cited by Ds as support for defenses, notes re same.
2/21/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re discovery.
2/21/2019	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein draft of CMC statement, beginning to revise same.
2/21/2019	Jessie A	1.7	\$395.00	\$671.50	\$671.50	CaseMgt	CRIL.Mobility	Billable	Begin drafting joint case management statement
2/21/2019	Jessie A	1.5	\$395.00	\$592.50	\$592.50	CaseMgt	CRIL.Mobility	Billable	Finish first draft of joint case management statement
2/22/2019	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Continuing to revise CMC statement to streamline/cut length, make case for initiating discovery. Making initial determinations re proposed schedule. Sending same back to J. Agatstein for review.
2/22/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps, RFPD, other discovery matters.
2/22/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Draft definitions of first request for production of documents
2/22/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Discuss outstanding discovery drafting tasks with S. Betouliere
2/22/2019	Jessie A	1.7	\$395.00	\$671.50	\$671.50	CaseMgt	CRIL.Mobility	Billable	Draft first request for production of documents up to number 12
2/22/2019	Jessie A	0.8	\$395.00	\$316.00	\$316.00	CaseMgt	CRIL.Mobility	Billable	Draft first request for production of documents up to number 20
2/25/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox re 26f conference.
2/25/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Work session with T. Zito re discovery plan.
2/25/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Beginning to revise RFPD.
2/26/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Continuing to revise RFPD, sending same back to J. Agatstein w/ instructions for further revision/additions.
2/26/2019	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Reviewing ND Cal ESI guidelines and model protective orders/standing orders in prep for 26f conf, notes re same.
2/26/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re discovery.
2/26/2019	Jessie A	1.5	\$395.00	\$592.50	\$592.50	CaseMgt	CRIL.Mobility	Billable	Edit first RFPD
2/26/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere regarding scope of first RFPD
2/26/2019	Jessie A	1	\$395.00	\$395.00	\$395.00	CaseMgt	CRIL.Mobility	Billable	Incorporate suggested edits and others from S. Betouliere into first RFPD
2/27/2019	Stuart Seaborn	0.5	\$795.00	\$397.50	\$397.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re discovery needed for class cert and msj and timing/content of requests
2/27/2019	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	review and comment on draft RFPDs; and identify other possible topics for same
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
2/27/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar a phone call between parties set in the ECF notification
2/27/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re 26f, upcoming mediation call, depo timing, and overall case strategy.
2/27/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Reviewing S.E.C. and DOJ data delivery standards for ESI, and similar materials, in prep for drafting same in RFPD.
2/27/2019	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Revising first RFPD, sending back to J. Agatstein for further edits.
2/27/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update email to clients.
2/27/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere regarding timing of discovery
2/27/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Research and compile local rules regarding discovery
2/27/2019	Jessie A	0.6	\$395.00	\$237.00	\$237.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting 30(b)(6) notice
2/27/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Review S. Betouliere's edits to RFPD and identify any outstanding questions to resolve
2/27/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Strategize re: remaining questions with S. Betouliere regarding edits and issues in RFPD
2/28/2019	Carson Turner	0.3	\$230.00	\$69.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Convert table into word for S. Betouliere
2/28/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Weber re additional topics for RFPs
2/28/2019	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft plaintiffs' portion of CMC statement
2/28/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar phone call set in the ECF notification.
2/28/2019	Sachiko Riddle	0.5	\$275.00	\$137.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Add S.Betouliere's signature and create a proof of service for a request for the production of documents
2/28/2019	Sean Betouliere	1.3	\$425.00	\$552.50	\$552.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in prep for 26(f) call, notes re poss priv stips, esi stips, etc., making outline for discussion.
2/28/2019	Sean Betouliere	1.6	\$425.00	\$680.00	\$680.00	CaseMgt	CRIL.Mobility	Billable	Drafting section of RFPD re ESI/production format. Sending same back to J. Agatstein.
2/28/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Finalizing RFPD and sending same to Ds.
2/28/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Revising CMC statement and sending to S. Seaborn for review.
2/28/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Further strategizing with J. Agatstein re RFPD changes.
2/28/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re edits to RFPD
2/28/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein in re prep for 26(f) conference
2/28/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Participating in 26(f) conf with Defendants' junior counsel.
2/28/2019	Jessie A	2	\$395.00	\$790.00	\$790.00	CaseMgt	CRIL.Mobility	Billable	Draft 30(b)(6) notice and all possible topics
2/28/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Resolve edits to RFPD with S. Betouliere
2/28/2019	Jessie A	1.5	\$395.00	\$592.50	\$592.50	CaseMgt	CRIL.Mobility	Billable	Edit RFPD based on discussion with S. Betouliere
2/28/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Review 26(f) requirements to prepare agenda and for conference
2/28/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting interrogatories
2/28/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Meet with S. Betouliere to prepare for 26(f) conference
2/28/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	26(f) conference
2/28/2019	Jessie A	0.7	\$395.00	\$276.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Continue drafting interrogatories
2/28/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Update and strategy discussion with S. Seaborn and S. Betouliere with regard to CMC statement
2/28/2019	Jessie A	1	\$395.00	\$395.00	\$395.00	CaseMgt	CRIL.Mobility	Billable	Edit plaintiff CMC statement section based on feedback from S. Seaborn
3/1/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send courtesy copies of RFPD to opposing counsel
3/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File certificate of interested parties
3/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/1/2019	Jessie A	0.2	\$395.00	\$79.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Compile existing communications with co-counsel for organizational purposes
3/1/2019	Jessie A	2.3	\$395.00	\$908.50	\$908.50	CaseMgt	CRIL.Mobility	Billable	Finish first draft of interrogatories
3/1/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Prepare certification of interested parties
3/1/2019	Jessie A	0.4	\$395.00	\$158.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Edit and further refine CMC statement
3/1/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein CMC edits, further edits to same.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/1/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Reviewing statement of interested parties before filing same.
3/1/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Providing feedback re client email.
3/4/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	receive update from S Betouliere re prospects/timing of settlement discussion and discuss strategies/leverage going forward following initial call with mediator
3/4/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar five dates at the request of J.Agatstein
3/4/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Pre-mediation call
3/4/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Email MobilityWorks clients with update on case
3/4/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with mediator to discuss logistics.
3/4/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein, opposing counsel, and mediator to discuss logistics.
3/4/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to opposing counsel.
3/4/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from mediator.
3/4/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Further revisions to CMC draft.
3/5/2019	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft 30b6 notice to mobility works
3/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Check in with S.Seaborn, J.Agatstein, and S.Betouliere to make sure that dates from the case calendar had appeared on their personal calendars
3/5/2019	Jessie A	0.7	\$395.00	\$276.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Edit 30(b)(6) notice
3/5/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Line-edit, catch typos in 30(b)(6) notice
3/5/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn re:30(b)(6) organization
3/5/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Follow up on changing 30(b)(6) notice and strategy with S. Betouliere
3/5/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Make edits based on changed strategy to 30(b)(6) notice
3/5/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to J. Agatstein re final CMC edits.
3/5/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to P re mediation.
3/5/2019	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Revising 30b6 request/adding topics, sending same back to J. Agatstein for review.
3/5/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn and J. Agatstein re further 30b6 edits.
3/5/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Further edits to 30b6. Sending same back to J. Agatstein.
3/5/2019	Sean Betouliere	2.5	\$425.00	\$1,062.50	\$1,062.50	CaseMgt	CRIL.Mobility	Billable	Major revisions to rogs, email to J. Agatstein re same.
3/6/2019	Stuart Seaborn	0.5	\$795.00	\$397.50	\$397.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft first set of IROGs
3/6/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Make edits to interrogatories
3/6/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Further revisions to rogs, sending same to S. Seaborn for review.
3/7/2019	Stuart Seaborn	0.5	\$795.00	\$397.50	\$397.50	CaseMgt	CRIL.Mobility	Billable	review/revise J Agatstein updated drafr 30b6 depo notice
3/7/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review J Agatstein revised draft first set of IROGs
3/7/2019	Jessie A	1.3	\$395.00	\$513.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Watch NMEDA panel with MobiltyWorks CEO for insight into corporate policy
3/7/2019	Jessie A	1.2	\$395.00	\$474.00	\$474.00	CaseMgt	CRIL.Mobility	Billable	Research and review of NMEDA guidelines identified in answer and other documents
3/7/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Make final edits to 30(b)(6) topics
3/7/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing NMEDA QAP document, strategizing with J. Agatstein re poss discovery questions re same.
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the case management conference statement
3/8/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
3/8/2019	Jessie A	0.8	\$395.00	\$316.00	\$316.00	CaseMgt	CRIL.Mobility	Billable	Edit, finalize, and send courtesy 30(b)(6) and rogs to opposing counsel
3/8/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Reviewing and approving stip re extending ADR deadline.
3/8/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Final revision to CMC, proofing same before filing.
3/8/2019	Sean Betouliere	1.1	\$425.00	\$467.50	\$467.50	CaseMgt	CRIL.Mobility	Billable	Finalizing rogs and 30b6 topics, emailing same to opposing counsel.
3/8/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to potential class member.
3/8/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to other potential class member.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
3/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Turn an image of a signed document from a client to a PDF
3/11/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attempt to make PDF of signed document searchable as a PDF
3/11/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emails to potential class member (four total).
3/12/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the ADR Cert discussion forms at the request of J.Agatstein
3/12/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/12/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Review documents from possible declarant regarding MW
3/12/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Call with class member re:experience with MW policies
3/12/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere regarding class member as possible declarant
3/12/2019	Jessie A	0.9	\$395.00	\$355.50	\$355.50	CaseMgt	CRIL.Mobility	Billable	Call with T.G (class member) re: MW policy and his experience/investigation
3/12/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere regarding T.G. (class member) as possible declarant
3/12/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Quick email to clients re:ADR forms
3/12/2019	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Call with potential class member re experiences with MobilityWorks.
3/12/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with potential class member re experiences with MobilityWorks.
3/12/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps with J. Agatstein, post call.
3/14/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/14/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the deadline for mediation set in an ECF notification
3/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from Jams.
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
3/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the case management conference set in the ECF notification
3/15/2019	Sean Betouliere	1	\$425.00	\$425.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Traveling to/from Court to observe Judge White CMC in prep for same. no charge.
3/15/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Following up with opposing counsel re 30b6.
3/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/19/2019	Thomas Zito	0.9	\$525.00	\$472.50	\$472.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S.Betouliere re. case plan, potential experts, and additional potential plaintiffs
3/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the mediation date at the request of S.Betouliere
3/19/2019	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re case plan, potential expert, poss additional P.
3/19/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Research re attorney client priv for potential client, strategizing re whether to draft formal retainer for same.
3/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure a date on the case calendar had appeared on their personal calendars
3/20/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with potential plaintiff/declarant.
3/20/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Drafting retainer for potential add'l P., sending same to S. Seaborn.
3/21/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing email re poss. additional P/declarant.
3/21/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Factual research re practices of other wheelchair van companies, notes re same.



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
3/21/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to potential P.
3/22/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Reach out to Guy B. re:issues with MW
3/22/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
3/22/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emailing opposing counsel re 30b6 (2 emails)
									strategy session with S Betouliere re incorporating evid received from class members and possible declarants re rental denials into support for class claims
3/25/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	
3/25/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Call with Guy B. re:issues with MW
3/25/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with potential additional P/declarant.
3/25/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Call with J. Agatstein and potential additional P/declarant.
3/26/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Working on 30b6 script/outline.
3/27/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email re 30b6.
									review Defs response/meet and confer re 30b6 depo and prep possible response
3/28/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	
3/28/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Meeting with S. Seaborn and J. Agatstein re case strategy.
3/28/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re discovery extension.
									strategy session with S Betouliere and J Agatstein re points to raise at tomorrow's CMC
4/4/2019	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	
									strategy session with S Betouliere and J Agatstein re responses to Defs blanket/boilerplate objections and next steps re same
4/4/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review defs blanket, boilerplate objections and identify legal arguments for meet and confer re same
4/4/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	
4/4/2019	Carson Turner	0.1	\$230.00	\$23.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Download and circulate docket entry
4/4/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere and S. Seaborn re: CMC and discovery
4/4/2019	Jessie A	0.6	\$395.00	\$237.00	\$237.00	CaseMgt	CRIL.Mobility	Billable	Prep for CMC
4/4/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing objections to 30b6, notes re same.
4/4/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re CMC, discovery.
4/4/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Selecting materials for CMC binder.
4/4/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Drafting outline in prep for CMC, rehearsing talking points re same.
4/5/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review/revise S Betouliere draft response to meet and confer on discovery
4/5/2019	Carson Turner	0.2	\$230.00	\$46.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Download/circulate dkt no 34 and 35
4/5/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Prep for CMC
4/5/2019	Jessie A	1	\$395.00	\$395.00	\$395.00	CaseMgt	CRIL.Mobility	Billable	Attend first CMC
4/5/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Travel back to office from CMC
4/5/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Review/edit email to opposing counsel re:discovery issues
									Review Judge White's pretrial order, per his scheduling order, and calendar and calculate all dates for case
4/5/2019	Jessie A	0.8	\$395.00	\$316.00	\$316.00	CaseMgt	CRIL.Mobility	Billable	
4/5/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn re:30(b)(6) depo
4/5/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing all materials in prep for CMC, revising outline.
4/5/2019	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Attending first CMC
4/5/2019	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Travel to and from first CMC.
4/5/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re discovery dispute.
4/8/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar trial dates at the request of J.Agatstein
4/8/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re discovery objections in prep for meet and confer.
4/10/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Set up meet and confer with opposing counsel re:30(b)(6)
4/12/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review and prepare for 30(b)(6) meet and confer
4/12/2019	Jessie A	0.7	\$395.00	\$276.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Meet and confer with opposing counsel for 30(b)(6)
4/12/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing documents in prep for meet and confer re 30b6 objections.
									Meet and confer with J. Agatstein and opposing counsel Kelley Fox, re 30b6 objections
4/12/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	
4/12/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J Agatstein re next steps, post meet and confer call.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
4/15/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review correspondence and respond to email questions from S Betouliere re possible protective order and strategies for moving forward with discovery
4/15/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Response to M. Daugherty email.
4/16/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with J Agatstein and S Betouliere re possible responses re Defs meet and confer request to narrow scope of certain 30b6 topics
4/16/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn on 30(b)(6) topics
4/16/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere on 30(b)(6) topics
4/16/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting response to 30b6 meet and confer concerns, w/ proposed new topics.
4/16/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re meet and confer response.
4/16/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re meet and confer response.
4/17/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review J Agatstein proposed summary and recommendations for clients re settlement response
4/17/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review Defs settlement response and assess positions/possible counters
4/17/2019	Sachiko Riddle	1.1	\$275.00	\$302.50	\$302.50	CaseMgt	CRIL.Mobility	Billable	Research into how many RDS and CRDS services are in each state
4/17/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' settlement proposal
4/17/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Draft email to clients regarding Defendants' settlement proposal
4/17/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere re: settlement
4/17/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Reviewing draft email to clients re settlement offer.
4/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing NMEDA guidelines, response to S. Seaborn re same.
4/17/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Research re Certified Driver Rehabilitation Specialists, incl. # available nationwide.
4/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing D's settlement offer, notes re same.
4/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
4/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re state law reqs, restricted licenses.
4/17/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing CA DMV reqs for Drivers with Disabilities.
4/18/2019	Jessie A	1.3	\$395.00	\$513.50	\$513.50	CaseMgt	CRIL.Mobility	Billable	Draft letter conveying Plaintiff response to Defendants' settlement offer
4/18/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Revising response to Ds settlement offer, sending back to J. Agatstein.
4/18/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with D. Giacopini re settlement offer, next steps.
4/19/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review draft settlement response letter to Mobility Works
4/19/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Review/incorporate edits to Plaintiff response to Defendants' settlement offer
4/19/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Proofing, finalizing, and sending settlement response to Ds.
4/22/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Conferring with S. Seaborn re 30b6 depo.
4/23/2019	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Reviewing regs, caselaw, and guidance re insurance in context of ADA, for poss relevance to case. Notes re same.
4/24/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review correspondence from JAMS re mediator's comments on settlement progress
4/24/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to mediator email.
4/24/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Following up with Ds re overdue 30b6 meet and confer response.
4/25/2019	Sean Betouliere	1.7	\$425.00	\$722.50	\$722.50	CaseMgt	CRIL.Mobility	Billable	Drafting 30b6 deposition questions re corp structure/policy setting, adaptive devices.
4/25/2019	Sean Betouliere	1.3	\$425.00	\$552.50	\$552.50	CaseMgt	CRIL.Mobility	Billable	Reviewing materials on MobilityWorks website for use in depo, drafting questions re same.
4/26/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review defs IROG and doc responses and prep possible depo questions based on same
4/26/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re use of evidence received via IROGs and RFPs at depo and for proving liability
4/26/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Confer with S. Betouliere regarding outstanding discovery plans



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
4/26/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Confer with S. Betouliere and S. Seaborn re: strategy in MobilityWorks discovery
4/29/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re responding to meet and confer re 30b6 depo notice and compromises re same
4/29/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn and J. Agatstein re 30b6.
4/29/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo script, drafting questions re hand control policy, etc.
5/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Add to a spreadsheet the specific states in which MobilityWorks operates
5/1/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft of meet and confer discovery dispute letter.
5/1/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re factual research into CDRS in states where MobilityWorks operates.
5/1/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Emailing settlement offer to Ds, with initial thoughts.
5/1/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing settlement offer, notes re poss response to same.
5/1/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Drafting email to Ds re 30b6
5/1/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Correspondence with Ps re settlement offer (reviewing and responding to multiple emails).
5/1/2019	Jessie A	1.7	\$395.00	\$671.50	\$671.50	CaseMgt	CRIL.Mobility	Billable	Draft discovery meet and confer letter
5/1/2019	Jessie A	0.9	\$395.00	\$355.50	\$355.50	CaseMgt	CRIL.Mobility	Billable	Make changes to discovery meet and confer letter based on comments from S. Betouliere
5/2/2019	Thomas Zito	0.4	\$525.00	\$210.00	\$0.00	No Charge	CRIL.Mobility	No Charge	provide direction/input on Protective orders to S.Betouliere
5/2/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Beginning to draft response to settlement offer in light of P feedback.
5/2/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and signing protective order, sending same to Ds along with discovery dispute letter.
5/2/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to Ps re prep for settlement conf.
5/2/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Final edits to 30b6 email, sending same to opposing counsel.
5/2/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Further edits to meet and confer letter re discovery dispute, sending to team for final review.
5/2/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re priv and other issues, for inclusion into discovery dispute letter (408 F.3d 1142, 2008 WL 3287035, 2008 WL 1808902, others)
5/2/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere re: settlement offer
5/3/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Schedule a court reporter for a deposition
5/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with G.Beamon re: reserving the Wolinsky Room for a deposition
5/3/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with P re D's settlement offer.
5/3/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Further edits to settlement offer response letter, sending to Ps for review and approval.
5/6/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft response to Defs counter on settlement agreement
5/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Asses tasks for the month for this case
5/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J.Agatstein, S.Betouliere, and S.Seaborn to ensure dates on the case calendar had appeared on their personal calendars
5/6/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Work on 30b6 depo script.
5/7/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to email from P re settlement offer.
5/7/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Finalizing response to settlement offer, sending same.
5/8/2019	Sean Betouliere	3.8	\$425.00	\$1,615.00	\$1,615.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo outline (locations and policies, types of adaptive equip, operation of hand controls, rental procedures, documentation, hand control policy memo)
5/8/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Reviewing various MW documents and website pages for use in 30b6 depo, notes re same.
5/9/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re methods for securing evidence from certification provider re its requirements

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/9/2019	Sean Betouliere	2.8	\$425.00	\$1,190.00	\$1,190.00	CaseMgt	CRIL.Mobility	Billable	Further work on 30b6 depo script (questions re NMEDA, ADED, certification, training, and more). Reviewing same to identify gaps in questioning, add questions where needed, and then sending to team for review/feedback.
5/9/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re how to authenticate info re ADED, driver rehab specialist certification (depo qs, 3rd party subpoena, etc.)
5/10/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re upcoming mediation.
5/13/2019	Stuart Seaborn	1.1	\$795.00	\$874.50	\$874.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft 30b6 depo outline and identify additional lines of question/testimony to solicit
5/13/2019	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible questions/testimony to elicit in 30b6 depo
5/13/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Response to R. Halog email.
5/15/2019	Jessie A	1.6	\$395.00	\$632.00	\$632.00	CaseMgt	CRIL.Mobility	Billable	Begin drafting mediation statement
5/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, S.Seaborn, and J.Agatstein
5/16/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Respond to opposing counsel re: discovery and settlement
5/16/2019	Jessie A	0.1	\$395.00	\$39.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Provide information for summer clerk to be onboarded for CRIL
5/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Betouliere, S.Seaborn, and J.Agatstein
5/17/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing most recent settlement offer, notes re same.
5/17/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review 30(b)(6) outline and provide comments on holes/gaps
5/20/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in prep for discovery meet and confer with defendants, subsequent call with plaintiffs.
5/20/2019	Sean Betouliere	1.1	\$425.00	\$467.50	\$467.50	CaseMgt	CRIL.Mobility	Billable	Meet and confer with Defendants re 30b6, discovery responses, poss settlement.
5/20/2019	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Call with Plaintiffs re may 31st settlement meeting, goals and strategy.
5/20/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to P, post call.
5/20/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with T. Zito re how to respond to Ds discovery position, email to J. Agatstein with thoughts re same.
5/20/2019	Jessie A	0.9	\$395.00	\$355.50	\$355.50	CaseMgt	CRIL.Mobility	Billable	Draft mediation statement introduction and summary of negotiations
5/20/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Finish summary of negotiations in mediation statement
5/20/2019	Jessie A	1	\$395.00	\$395.00	\$395.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re:settlement & discovery meet and confer
5/20/2019	Jessie A	1.3	\$395.00	\$513.50	\$513.50	CaseMgt	CRIL.Mobility	Billable	Call with plaintiffs re:upcoming mediation and status of case
5/21/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising J Agatstein draft email to Ds, sending back same.
5/21/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Ds re 30b6 topics.
5/21/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with R. Halog of CRIL re settlement, goals, next steps.
5/21/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Draft summary of meet and confer to send to opposing counsel
5/21/2019	Jessie A	3.3	\$395.00	\$1,303.50	\$1,303.50	CaseMgt	CRIL.Mobility	Billable	Finish drafting substantive section of mediation statement to send to S. Betouliere for review
5/22/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Emails re CART interpretation at mediation for S. James. No charge.
5/22/2019	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Revisions to J. Agatstein mediation statement draft, sending back same.
5/22/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review edits and plan finalizing edits for mediation statement via email
5/24/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft settlement conf statement
5/24/2019	Carson Turner	0.7	\$230.00	\$161.00	\$161.00	CaseMgt	CRIL.Mobility	Billable	Prepare mediation statement for Judge
5/24/2019	Carson Turner	0.4	\$230.00	\$92.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare copies for judge and take to fedex
5/24/2019	Sean Betouliere	1.2	\$425.00	\$510.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Further revisions to mediation statement, reviewing and finalizing same, sending to paralegal for final proof.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/24/2019	Jessie A	2.1	\$395.00	\$829.50	\$829.50	CaseMgt	CRIL.Mobility	Billable	Make final edits, changes, and additions and send to S. Betouliere for review for mediation statement
5/24/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Collect and compile relevant exhibits for mediation statement
5/28/2019	Lena Welch	0.4	\$280.00	\$112.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Receive directions from Jessie re attending 5/30 deposition and 5/31 mediation; read the complaint and mediation statement in preparation
5/28/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Run a fee report and an attorney summary at the request of J.Agatstein
5/28/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Correspondence w/ Ds and mediator re Ds missing mediation brief.
5/28/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds mediation brief, notes re same in prep for mediation.
5/28/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review Defendants' mediation brief in preparation for mediation
5/29/2019	Lena Welch	0.5	\$280.00	\$140.00	\$140.00	CaseMgt	CRIL.Mobility	Billable	Review defendant's position for 5/31 mediation
5/29/2019	Stuart Seaborn	0.6	\$795.00	\$477.00	\$477.00	CaseMgt	CRIL.Mobility	Billable	review S Betouliere updated draft 30b6 depo topics and identify additional testimony to solicit
5/29/2019	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible questions/testimony to elicit in 30b6 depo
5/29/2019	Carson Turner	1.1	\$230.00	\$253.00	\$253.00	CaseMgt	CRIL.Mobility	Billable	Deposition exhibit preparations
5/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with J.Agatstein re: tasks to prepare for mediation
5/29/2019	Sachiko Riddle	1.1	\$275.00	\$302.50	\$302.50	CaseMgt	CRIL.Mobility	Billable	Begin to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research to find the docket entries for a case that defendants cited in a response to us
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research into a JHRC complaint that defendant cited in a response to us
5/29/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Research to find the docket entries for a case that defendants cited in a response to us
5/29/2019	Sachiko Riddle	0.7	\$275.00	\$192.50	\$192.50	CaseMgt	CRIL.Mobility	Billable	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with Atkinson-Baker about details of the deposition tomorrow
5/29/2019	Sachiko Riddle	0.4	\$275.00	\$110.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.3	\$275.00	\$82.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Continue to prepare binder for mediation
5/29/2019	Sachiko Riddle	0.8	\$275.00	\$220.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish preparing binder for mediation
5/29/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft of settlement letter.
5/29/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Determining exhibits for tomorrow's depo, email to paralegal re same, w/ instructions for how to compile.
5/29/2019	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Drafting list of key pieces of testimony we seek to get/establish via tomorrow's 30b6 deposition.
5/29/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re tomorrow's deposition.
5/29/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to mediator re attendees.
5/29/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reminder email to Ps re mediation details, logistics.
5/29/2019	Sean Betouliere	3.6	\$425.00	\$1,530.00	\$1,530.00	CaseMgt	CRIL.Mobility	Billable	Drafting 30b6 depo script sections re new documents, reviewing, revising script in prep for tomorrow's deposition, reorganizing same to ensure key topics go first. Sending to team.
5/29/2019	Jessie A	0.8	\$395.00	\$316.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Compile list of needed information for paralegals to pull for mediation binder, and review relevant information in preparation
5/29/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Draft email to Defendants re: latest settlement proposal, and consider appropriate responses based on client feedback
5/29/2019	Jessie A	0.2	\$395.00	\$79.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Review and provide suggested edits on key takeaways for 30(b)(6) summary chart
5/29/2019	Jessie A	0.4	\$395.00	\$158.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Review mediation binder and identify additional documents to include
5/30/2019	Lena Welch	1.1	\$280.00	\$308.00	\$308.00	CaseMgt	CRIL.Mobility	Billable	Receive directions from Jessie and Sean about my role in deposition; review deposition outline and key testimony chart to create outline for notetaking during deposition
5/30/2019	Lena Welch	2.4	\$280.00	\$672.00	\$672.00	CaseMgt	CRIL.Mobility	Billable	Take notes at deposition of Mr. Jurgensen as PMK at DRA office, for potential use during tomorrow's mediation.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
5/30/2019	Lena Welch	0.4	\$280.00	\$112.00	\$112.00	CaseMgt	CRIL.Mobility	Billable	Discuss status and takeaways at lunch with Sean and Jessie
5/30/2019	Lena Welch	1.6	\$280.00	\$448.00	\$448.00	CaseMgt	CRIL.Mobility	Billable	Take notes at deposition of Mr. Jurgensen as PMK at DRA office, for potential use during tomorrow's mediation.
5/30/2019	Lena Welch	0.4	\$280.00	\$112.00	\$112.00	CaseMgt	CRIL.Mobility	Billable	Debrief with Sean and Jessie, receive research instructions for driver's license restriction codes for different states
5/30/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	receive update from J Agatstein and S Betouliere re 30b6 depo testimony and discuss strategy for use of same and positions to take at tomorrow's mediation
5/30/2019	Sean Betouliere	2.5	\$425.00	\$1,062.50	\$1,062.50	CaseMgt	CRIL.Mobility	Billable	Taking 30b6 deposition.
5/30/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Discuss deposition strategy w/ J. Agatstein.
5/30/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Continuing to take 30b6 depositions.
5/30/2019	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re impact of deposition on mediation, points to focus on tomorrow.
5/30/2019	Sean Betouliere	2	\$425.00	\$850.00	\$850.00	CaseMgt	CRIL.Mobility	Billable	Reviewing documents/script in preparation for taking today's 30b6 deposition, various changes/notes.
5/30/2019	Jessie A	0.5	\$395.00	\$197.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Review outline to prepare for deposition assistance and tracking
5/30/2019	Jessie A	0.6	\$395.00	\$237.00	\$237.00	CaseMgt	CRIL.Mobility	Billable	Review discovery requests to prepare for follow-up questions in deposition
5/30/2019	Jessie A	2.5	\$395.00	\$987.50	\$987.50	CaseMgt	CRIL.Mobility	Billable	Attend and assist on 30(b)(6) deposition
5/30/2019	Jessie A	0.7	\$395.00	\$276.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Discuss deposition strategy during break
5/30/2019	Jessie A	1.4	\$395.00	\$553.00	\$553.00	CaseMgt	CRIL.Mobility	Billable	Attend and assist on 30(b)(6) deposition
5/30/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review notes on deposition and strategize how answers may affect mediation with S. Betouliere
5/30/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize on next day's mediation with S. Seaborn and S. Betouliere
5/30/2019	Jessie A	0.4	\$395.00	\$158.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Create outline on important settlement terms for mediation preparation in easy-to-access place
5/31/2019	Lena Welch	8.3	\$280.00	\$2,324.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attend mediation at JAMS (1.3 hours travel time)
5/31/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Travel to and from mediation.
5/31/2019	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Meet and prepare for mediation with plaintiffs
5/31/2019	Sean Betouliere	5.6	\$425.00	\$2,380.00	\$2,380.00	CaseMgt	CRIL.Mobility	Billable	Mediation
5/31/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Discuss results of mediation with plaintiffs and next steps
5/31/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategize next steps w/ J. Agatstein and S. Seaborn.
5/31/2019	Jessie A	0.7	\$395.00	\$276.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Meet and prepare for mediation with plaintiffs
5/31/2019	Jessie A	5.6	\$395.00	\$2,212.00	\$2,212.00	CaseMgt	CRIL.Mobility	Billable	Mediation
5/31/2019	Jessie A	0.3	\$395.00	\$118.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Discuss results of mediation with plaintiffs and next steps
5/31/2019	Jessie A	0.1	\$395.00	\$39.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize next steps re:mediation with S. Betouliere and S. Seaborn
6/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure dates on the case calendar had appeared on their personal calendars
6/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Evaluate case tasks for the month
6/3/2019	Sean Betouliere	0.8	\$425.00	\$332.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Reviewing court order setting deadlines, drafting stip mot for stay.
6/3/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re stip motion, revisions to same and sending to Ds.
6/3/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising email to Ds re outstanding issues.
6/3/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategy discussion with S. Betouliere re:follow-up work after mediation
6/3/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Draft email summary to opposing counsel
6/3/2019	Jessie A	0.7	\$395.00	\$269.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Draft beginning of settlement agreement
6/4/2019	Sean Betouliere	0.5	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Correspondence w/ finance and CART interpreter re invoice for MobilityWorks case (multiple emails). No charge.
6/4/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing authority re why to resolve inj relief before fees in class context, in prep for future settlement discussions. Notes re same.
6/5/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstien re next steps.
6/11/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
6/11/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Respond to opposing counsel re:setting settlement call
6/14/2019	Stuart Seaborn	0.1	\$795.00	\$78.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft monitoring proposal
6/14/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Prep for settlement call with Ds (outlining args in favor of tracking, etc.)
6/14/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with Defendants re settlement.
6/14/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to mediator, sending to opp. counsel for approval.
6/14/2019	Sean Betouliere	0.8	\$425.00	\$332.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Revising J. Agatstein draft proposal re ensuring consistent implementation, finalizing and sending same.
6/14/2019	Jessie A	0.5	\$395.00	\$192.50	\$197.50	CaseMgt	CRIL.Mobility	Billable	Draft implementation proposal letter to MW
6/17/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Begin to file the stipulated motion to leave schedule
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Finish filing the stipulated motion to leave schedule
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Send the Judge the word version of the proposed orders
6/17/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, S.Betouliere, and J.Agatstein
6/17/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Finalizing stip motion to stay, sending to paralegal.
6/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
6/18/2019	Sean Betouliere	0.2	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Listening to vm from court reporter, responding to same.
6/19/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	Fees	CRIL.Mobility	Billable	Correspond with S. Riddle regarding work to pull fees
6/20/2019	Stuart Seaborn	0.3	\$795.00	\$235.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	(fees) review billing judgment and settlement-based reductions to lodestar and assess reasonable proposals for fee demand/next steps
6/20/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Pull fee report for J.Agatstein in excel and PDF form
6/20/2019	Sean Betouliere	2.4	\$425.00	\$996.00	\$0.00	Fees	CRIL.Mobility	No Charge	Reviewing all time in case, exercising billing judgment and no charging various entries, preparing same for submission to Ds/Court if needed.
6/20/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	Fees	CRIL.Mobility	Fees	Email to team re poss. fees settlement offer, strategy. Followup email re same, in reponse to S. Seaborn.
6/20/2019	Sean Betouliere	1.8	\$425.00	\$747.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein settlement draft, revising same (incl revisions to defs, class def, release, final approval provisions, etc.). Sending back to J. Agatstein for finalizing.
6/20/2019	Jessie A	2.7	\$395.00	\$1,039.50	\$1,066.50	CaseMgt	CRIL.Mobility	Billable	Finish drafting first draft of settlement agreement
6/25/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Save deposition to the server and circulate to J.Agatstein and S.Betouliere
6/26/2019	Jessie A	3.2	\$395.00	\$1,232.00	\$1,264.00	CaseMgt	CRIL.Mobility	Billable	Finish including edits to draft settlement agreement to include all appropriate class-related terms
6/27/2019	Stuart Seaborn	0.8	\$795.00	\$628.00	\$636.00	CaseMgt	CRIL.Mobility	Billable	review/revise draft proposed class action settlement agreement
6/27/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re components of settlement agreement needed for class-based settlement
6/27/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing S. Seaborn edits/comments to settlement draft in prep for discussing same.
6/27/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein and S. Seaborn re settlement draft.
6/27/2019	Jessie A	0.6	\$395.00	\$231.00	\$237.00	CaseMgt	CRIL.Mobility	Billable	Finalize draft settlement agreement and send to S. Seaborn for review
6/28/2019	Sean Betouliere	1.5	\$425.00	\$622.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Revising J Agatstein draft of settlement agreement, sending back to J. Agatstein for final review, finalizing.
6/28/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Final review of settlement agreement draft, sending same.
6/28/2019	Jessie A	0.7	\$395.00	\$269.50	\$276.50	CaseMgt	CRIL.Mobility	Billable	Incorporate S. Seaborn edits into draft settlement agreement
6/28/2019	Jessie A	0.6	\$395.00	\$231.00	\$237.00	CaseMgt	CRIL.Mobility	Billable	Proofing and finalizing settlement agreement draft before sending to opposing counsel
7/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure date on the case calendar has appeared on their personal calendars
7/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan for the month
7/2/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
7/9/2019	Jessie A	0.3	\$395.00	\$115.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Review settlement offer from defendants and strategize over email with S. Betouliere
7/10/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review and comment on S Betouliere draft settlement response letter re training and monitoring
7/10/2019	Sachiko Riddle	0.4	\$275.00	\$110.00	\$110.00	CaseMgt	CRIL.Mobility	Billable	Attend conference call with opposing counsel to discuss settlement and policy terms
7/10/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the next call with opposing counsel to discuss settlement and policies
7/10/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing response re monitoring and other relevant docs, in prep for today's call. Drafting notes/agenda re same.
7/10/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re settlement.
7/10/2019	Sean Betouliere	1	\$425.00	\$415.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Drafting response to June 9 settlement letter.
7/10/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re edits to draft response letter, minor changes to same, sending same.
7/11/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in to ensure dates on the case calendar had appeared on personal calendars of S.Seaborn, S.Betouliere, and J.Agatstein.
7/17/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
7/18/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to M. Loeb.
7/22/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox.
7/24/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds settlement edits, and looking back through docs and discovery for transfer seat refs. Email to Ds re same, need to keep as part of settlement.
7/29/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Calendar the mediation deadline
7/29/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re settlement response.
7/31/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J.Agatstein, S.Betouliere, and S.Seaborn to ensure that dates on the case calendar had appeared on their personal calendars
7/31/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
7/31/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re settlement offer, thoughts re response.
8/1/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Review updated settlement draft from S. Betouliere before sent to opposing counsel
8/1/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with S.Betouliere, J.Agatstein, and S.Seaborn to ensure dates from the case calendar have appeared on their personal calendars
8/1/2019	Sean Betouliere	0.6	\$425.00	\$249.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Revising settlement draft, sending same to opposing counsel.
8/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case and plan tasks for the month
8/5/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Call with MW opposing counsel re settlement.
8/5/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing settlement draft in prep for call with MW opposing counsel re settlement.
8/5/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re settlement status, post call.
8/5/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Research re transfer seats, cost, ease of installation, in prep for email to Ps re possible issue w/ settlement.
8/6/2019	Sean Betouliere	1.4	\$425.00	\$581.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Drafting letter to Ds re transfer seat base issue.
8/6/2019	Sean Betouliere	0.5	\$425.00	\$207.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Revising settlement draft per yesterdays call (.3), proofing letter re seat base dispute, finalizing (.1), and sending same to Ds (.1).
8/7/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Response to email from P re transfer seat issue.
8/8/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Emails to M. Loeb (three at .1 each)
8/8/2019	Sean Betouliere	0.5	\$425.00	\$207.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Drafting joint further CMC statement and sending to Ds
8/8/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Emails to Ds counsel re scheduling settlement.
8/13/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to Melissa and Kelley re mediation.
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to S.Seaborn, J.Agatstein, and S.Betouliere
8/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the new date set in the NEF



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
8/16/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re next steps.
8/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in with J.Agatstein, S.Betouliere, and S.Seaborn to ensure dates from the case calendar have appeared on their personal calendars
9/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar check in to ensure that a date on the case calendar had appeared on the personal calendars of S.Seaborn, J.Agatstein, and S.Betouliere
9/3/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Sending response to latest settlement correspondence/email re next steps.
9/3/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Calls and emails with JAMS re setting mediation.
9/3/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ds re mediation date.
9/3/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps with J. Agatstein,.
9/3/2019	Thomas Zito	0.1	\$525.00	\$51.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	consult with S.Betouliere and J.Agatstein re. tactics for non-responsive defendants to mediation
9/3/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere, T. Zito re: mediation and follow-up to finish settlement
9/4/2019	Stuart Seaborn	0.1	\$795.00	\$78.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re possible replacement mediators
9/4/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Call judges to see their availability for a half day mediation. Was only able to get in touch with one of the three
9/4/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reading and responding to msg from JAMS re mediation, email to Ds re same.
9/4/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Research re alternate mediators in CD Cal, elsewhere, notes re same.
9/4/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re Ds desire for alternate mediators, poss recs.
9/4/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps.
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Attempt to correspond with a judge's clerk to check her availability for a half day of mediation.
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with a clerk for a judge to get his availability for a half day of mediation
9/5/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information for the two judges that responded with their availaibility to J.Agatstein and S.Seaborn
9/5/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing info re poss mediators and email to Ds re same.
9/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Attempt to reach Judge Nagle's clerk to check on her availability for a half day of mediation
9/6/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with Judge Nagle's clerk to get her availability for a half day of mediation
9/6/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reading and responding to email from potential class member.
9/9/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan and tasks for the month
9/9/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Case Planning - Strategizing re next steps, to dos.
9/9/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to OC re setting mediator.
9/16/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide J.Agatstein and S.Betouliere with updates judge availability for a mediation
9/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Attempt to contact the judge to inform her we would like to schedule a mediation
9/19/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with S.Betouliere re: questions for scheduling the mediation
9/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with the clerk of Judge Nagle to schedule mediation
9/20/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Provide information to be sent to Judge Nagle to schedule mediation to J.Agatstein and S.Betouliere for review
9/20/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Correspond with Judge Nagle's clerk to schedule a mediation
9/20/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Drafting nature of case, etc. for ADR judge.
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J.Agatstein and S.Betouliere
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Contact two additional judges to get their availability for a half day of mediation



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Correspond with S.Betouliere about judge prices
9/23/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J.Agatstein and S.Betouliere
9/23/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing info re Phyllis Chang as mediator, email to D's re same.
9/23/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to ADR to cancel mediation w judge Nagle.
9/23/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to paralegal re looking in to rates/availability for various mediators.
9/23/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with S. Seaborn re strategy for mediation, poss mediators to suggest.
9/23/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re mediation issue, next steps.
9/24/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Provide information on judges availability to J.Agatstein and S.Betouliere
9/24/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing info re poss mediators and email to to Ds re same.
10/1/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ds re setting fees mediation.
10/2/2019	Stuart Seaborn	0.2	\$795.00	\$78.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	strategy session with S Betouliere re possible mediators and framing of settlement demand (fees)
10/2/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re MW mediation, Ds suggestions.
10/2/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategy call with S. Seaborn re MW mediation, next steps.
10/2/2019	Sean Betouliere	0.8	\$425.00	\$332.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Reviewing past fee mots/demands - notes re same in prep for drafting same.
10/2/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next-steps, to-dos.
10/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Run fee report from June to September 2019
10/3/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Run fee report from June to September 2019 in excel format
10/3/2019	Sean Betouliere	0.5	\$425.00	\$207.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing P emails, drafting response to Ps re mediation, next steps (one at .2, one at .3).
10/3/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to OC re mediation.
10/4/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re framing of fee demand and quatifying work through final approval (fees)
10/4/2019	Sean Betouliere	2	\$425.00	\$830.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing and trimming time, determining % reduction for fee settlement demand/strategy re same.
10/4/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re fee demand/final approval.
10/4/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to email from K. Fox.
10/4/2019	Sean Betouliere	1.6	\$425.00	\$664.00	\$680.00	Fees	CRIL.Mobility	Billable	Reviewing caselaw re fees in prep for drafting demand (Engel, Morales, Hensley, Ketchum, Moreno v. Sac, others). Notes re same.
10/7/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Seaborn & S. Betouliere re:final settlement, mediation
10/7/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review case plan and tasks for the month
10/7/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	(fees) review/revise S Betouliere draft demand letter re reasonable fees and support for same
10/7/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere and J Agatstein re addressing Defs failure to respond to remaining issues re injunctive relier portion of settlement
10/7/2019	Sean Betouliere	1.5	\$425.00	\$622.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Drafting fee settlement offer, sending same to S. Seaborn for review.
10/7/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Work session with J. Agatstein and S. Seaborn re settlement strategy
10/10/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
10/11/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re prep of cmc statement in light of defs failure to respond on settlement
10/11/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re next steps re CMC/settlement.
10/11/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox to confirm date of mediation, request settlement revisions.
10/16/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to emails from Ps re settlement conf availability.
10/16/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Responding to K. Fox email.
10/16/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Update email to Ps re settlement.
10/17/2019	Sean Betouliere	0.5	\$425.00	\$207.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with D Giacopini re delays in settlement, strategy/next steps.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
10/17/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Attempting to call opposing counsel re need for updated settlement draft in advance of cmc statement to court, followup email re same.
10/17/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to opposing counsel re scheduling settlement.
10/18/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Review and provide few edits to CMC
10/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	File the case management statement
10/18/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	ECF notification circulation to J.Agatstein, S.Betouliere, and S.Seaborn
10/18/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs revised settlement counter
10/18/2019	Stuart Seaborn	0.3	\$795.00	\$235.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review S Betouliere draft settlement agreement response/counter
10/18/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Conferring with clients re settlement agreement revisions.
10/18/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds settlement agreement revisions (.1). Strategizing with S. Seaborn re same (.2).
10/18/2019	Sean Betouliere	0.4	\$425.00	\$166.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Revising settlement agreement, responding to Ds comments.
10/18/2019	Sean Betouliere	0.3	\$425.00	\$124.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting further CMC, revising same to incorporate J. Agatstein feedback, and sending on to Ds.
10/18/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Reviewing reqs for further CMC statement in local rules.
10/21/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Calendar the mediation
10/21/2019	Sean Betouliere	0.1	\$425.00	\$41.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Email to mediator in response to q re logistics.
10/21/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	Fees	CRIL.Mobility	Billable	Reviewing costs and revising demand letter to include same.
10/21/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with J. Agatstein re mediation statement.
10/23/2019	Jessie A	0.4	\$395.00	\$154.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Compile sample fee mediation statemnets as templates for upcoming mediation statement
10/28/2019	Jessie A	3.4	\$395.00	\$1,309.00	\$1,343.00	CaseMgt	CRIL.Mobility	Billable	Draft first six pages of mediation statement
10/29/2019	Jessie A	1.3	\$395.00	\$500.50	\$513.50	CaseMgt	CRIL.Mobility	Billable	Write next three pages of mediation statement
10/29/2019	Jessie A	2.4	\$395.00	\$924.00	\$948.00	CaseMgt	CRIL.Mobility	Billable	Write final section of mediation statement
10/29/2019	Stuart Seaborn	0.2	\$795.00	\$157.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re responding to defs revised settlement counter
10/29/2019	Sean Betouliere	0.2	\$425.00	\$83.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing w S. Seaborn re upcoming settlement mtg, demand.
10/30/2019	Jessie A	1.3	\$395.00	\$500.50	\$513.50	CaseMgt	CRIL.Mobility	Billable	Do first edit of mediation statement; fix inconsistencies, make more readable
10/30/2019	Jessie A	0.4	\$395.00	\$154.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Add in section about minor substantive issues to mediation statement
10/30/2019	Jessie A	1.3	\$395.00	\$500.50	\$513.50	CaseMgt	CRIL.Mobility	Billable	Research, read, and gather recent incentive award and fee award orders from Judge White to prepare for mediation
10/31/2019	Jessie A	1.8	\$395.00	\$693.00	\$711.00	CaseMgt	CRIL.Mobility	Billable	Make edits based on S. Betouliere review, suggestions, in mediation brief
10/31/2019	Jessie A	0.3	\$395.00	\$115.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Gather all exhibits for mediation brief
10/31/2019	Sean Betouliere	0.5	\$425.00	\$207.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing J. Agatstein draft of mediation brief, big picture comments re framing/organization of same, sections to add.
10/31/2019	Sean Betouliere	1.9	\$425.00	\$788.50	\$807.50	CaseMgt	CRIL.Mobility	Billable	Reviewing revised J. Agatstein draft of mediation brief, revising intro and making edits to other sections, sending same back to J. Agatstein to finalize.
11/1/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Make final small changes to mediation statement before sending to S. Seaborn for review
11/1/2019	Jessie A	0.3	\$395.00	\$115.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Make final edits based on S. Seaborn feedback to mediation statement
11/1/2019	Stuart Seaborn	0.4	\$795.00	\$318.00	\$318.00	CaseMgt	CRIL.Mobility	Billable	review and comment on J Agatstein draft mediation statement
11/1/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Calculating new settlement demand numbers through Oct 31, revising demand letter accordingly, and sending same.
11/1/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Final edits to settlement draft, sending same on to Ds.
11/4/2019	Jessie A	0.4	\$395.00	\$154.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Fix exhibit list, add in corrected attorney fee information
11/4/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Provide S. Riddle with instructions re:tables for mediation brief over email

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
11/4/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Review mediation brief edit/cite-check from S. Riddle, make few edits
11/4/2019	Sachiko Riddle	1.5	\$275.00	\$412.50	\$412.50	CaseMgt	CRIL.Mobility	Billable	Bluebook the mediation brief
11/4/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Input a table of contents and exhibit table
11/4/2019	Sean Betouliere	0.4	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing updated draft of mediation brief, email to J. Agatstein re further revisions needed before final.
11/4/2019	Sean Betouliere	0.2	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Revising fees demand letter to correct error, email re same.
11/5/2019	Jessie A	0.8	\$395.00	\$308.00	\$316.00	CaseMgt	CRIL.Mobility	Billable	Final review and close edit of mediation brief
11/5/2019	Jessie A	1	\$395.00	\$385.00	\$395.00	CaseMgt	CRIL.Mobility	Billable	Compile, double-check correct order, edit incorrect exhibits, and create index of exhibits for mediation brief for S. Riddle compilation and further work
11/5/2019	Jessie A	0.4	\$395.00	\$154.00	\$158.00	CaseMgt	CRIL.Mobility	Billable	Review and make final edits to mediation brief
11/5/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Finalize and email mediation brief to mediator
11/5/2019	Sachiko Riddle	0.2	\$275.00	\$55.00	\$55.00	CaseMgt	CRIL.Mobility	Billable	Finalize the mediation brief and accompanying exhibits
11/8/2019	Sean Betouliere	2	\$425.00	\$850.00	\$850.00	CaseMgt	CRIL.Mobility	Billable	Reading mediation binder (brief all attachments) in prep for Monday mediation, notes re same.
11/9/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to S. Seaborn re settlement strategy for mon.
11/9/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to Ps re Monday settlement meeting.
11/11/2019	Sean Betouliere	2	\$425.00	\$850.00	\$850.00	CaseMgt	CRIL.Mobility	Billable	Travel from Oak to LA for tomorrow's mediation (minus time attributable to other case).
11/12/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	strategy calls (3) with S Betouliere re responses to Defs mediation positions
11/12/2019	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Traveling to/from mediation.
11/12/2019	Sean Betouliere	5.5	\$425.00	\$2,762.50	\$2,337.50	CaseMgt	CRIL.Mobility	Billable	Attending mediation (9am - 5pm, minus time spent on other cases).
11/13/2019	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re position on mediators proposal
11/13/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to mediator re acceptance of proposal, terms.
11/13/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call with S. Seaborn re mediators proposal, final approval plan if accepted.
11/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Call to Mediator re outcome of mediators proposal.
11/14/2019	Sean Betouliere	1.9	\$425.00	\$807.50	\$807.50	CaseMgt	CRIL.Mobility	Billable	Travel back from Los Angeles (minus time attributable to other case).
11/14/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Ps re update.
11/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Drafting response to mediator re settlement.
11/14/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Emailing OC re next steps.
11/15/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere re: next steps, research to conduct re:approval
11/15/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Call opposing counsel & leave voicemail, follow up with email re:CMC statement
11/15/2019	Jessie A	0.3	\$395.00	\$115.50	\$118.50	CaseMgt	CRIL.Mobility	Billable	Draft proposed joint CMC
11/15/2019	Jessie A	0.8	\$395.00	\$308.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Review and compile prior class action approvals for use as template in this case, research appropriate steps re:same
11/15/2019	Jessie A	1.2	\$395.00	\$462.00	\$474.00	CaseMgt	CRIL.Mobility	Billable	Research and write short memo on defendants' CAFA obligations and application to 23(b)(2) only cases in N.D. Cal.
11/15/2019	Jessie A	0.2	\$395.00	\$77.00	\$79.00	CaseMgt	CRIL.Mobility	Billable	Draft individual case management statement in event defendants continue not responding
11/15/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Strategize with S. Betouliere re:contacting defense counsel
11/15/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Call with opposing counsel re:statement
11/15/2019	Jessie A	0.1	\$395.00	\$38.50	\$39.50	CaseMgt	CRIL.Mobility	Billable	Edit CMC statement based on call with opposing counsel, send for review and edits
11/15/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re timing and content of prelim approval motion and notice plan
11/15/2019	Sachiko Riddle	0.1	\$275.00	\$27.50	\$27.50	CaseMgt	CRIL.Mobility	Billable	Review settlement update
11/15/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Further email with mediator.
11/15/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Call with mediator re outcome.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
11/15/2019	Sean Betouliere	0.2	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Email to staff re settlement. No Charge.
11/15/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing CAFA settlement provisions, notes re same and email to J. agatstein re same.
11/15/2019	Desiree R	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Finalizing and filing case management statement proposed order
11/18/2019	Jessie A	0.1	\$395.00	\$38.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Update all office re: settlement and lessons learned, goals
11/18/2019	Jessie A	0.2	\$395.00	\$77.00	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Prepare motion to withdraw for departure from case
11/21/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re notice in b2 context, in prep for drafting proposal re same. Notes re same.
11/21/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing CAFA, calculating deadlines, and drafting proposed CMC re same.
11/21/2019	Sean Betouliere	1.5	\$425.00	\$637.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Reviewing past mots for prelim approval, notes re same in prep for drafting same.
11/22/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Correspondence with OC re CMC filing.
11/22/2019	Sean Betouliere	0.2	\$425.00	\$0.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Preparing notice of errata re CMC, no charge.
11/22/2019	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing email from K Fox re substantive change to settlement terms, strategizing re response to same.
11/24/2019	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review and respond to S Betouliere questions re last minute material changes to settlement proposed by defs
11/25/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re response to Ds new terms.
11/25/2019	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending email to Ds re response to new terms, along with revised settlement doc that reflects agreed upon terms.
11/27/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Outlining mot for prelim approval.
11/27/2019	Sean Betouliere	3.1	\$425.00	\$1,317.50	\$1,317.50	CaseMgt	CRIL.Mobility	Billable	Drafting notice of mot, intro, and facts section of mot for prelim approval.
11/27/2019	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw re b2 class cert in prep for drafting portion of prelim approval motion re same. Notes re same.
12/2/2019	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Outlining and drafting settlement class decs.
12/2/2019	Sean Betouliere	0.6	\$425.00	\$255.00	\$255.00	CaseMgt	CRIL.Mobility	Billable	Call with Ps re contents of settlement class decs.
12/2/2019	Sean Betouliere	2.9	\$425.00	\$1,232.50	\$1,232.50	CaseMgt	CRIL.Mobility	Billable	Drafting section of PA mot re certification of settlement class.
12/3/2019	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Reviewing caselaw on amended R23 reqs for preliminary and final approval. Notes re same.
12/3/2019	Sean Betouliere	2	\$425.00	\$850.00	\$850.00	CaseMgt	CRIL.Mobility	Billable	Beginning to draft section of PA motion re why agreement should be approved.
12/3/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Refining intro and otherwise shortening/streamlining PA mot draft.
12/4/2019	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ds.
12/13/2019	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Murphy v SFBSC Mgmt decision for relevance to prelim approval mot., notes re same.
12/13/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to mediator re unresponsiveness of Ds counsel, inability to finalize agreed settlement terms.
12/16/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds response re further settlement revisions, strategizing re response to same.
12/16/2019	Sean Betouliere	2	\$425.00	\$850.00	\$850.00	CaseMgt	CRIL.Mobility	Billable	Further work on PA motion draft.
12/16/2019	Sean Betouliere	0.9	\$425.00	\$382.50	\$0.00	CaseMgt	CRIL.Mobility	No Charge	Reviewing past decs in supp of PA mots, notes re same in prep for outlining/drafting same.
12/17/2019	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Outlining my decl in support of PA.
12/17/2019	Sean Betouliere	2.6	\$425.00	\$1,105.00	\$1,105.00	CaseMgt	CRIL.Mobility	Billable	Beginning to draft decl in support of PA.
12/19/2019	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re response to final settlement lang
12/19/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Draft response to OC re settlement edits.
12/19/2019	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Revising and sending response to OC re settlement edits.
1/6/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting email to clients re most recent settlement dispute, responding to client Qs re same.
1/6/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to OC re settlement dispute.
1/8/2020	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Reviewing Ds settlement edits and responding re same.
1/8/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: Ds settlement edits, response.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
1/9/2020	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Further work on prelim. approval draft - finalizing section re negotiation process.
1/9/2020	Sean Betouliere	1.3	\$425.00	\$552.50	\$552.50	CaseMgt	CRIL.Mobility	Billable	Further work on prelim. approval draft - drafting section re reasonableness of negotiated fee award.
1/9/2020	Sean Betouliere	2.7	\$425.00	\$1,147.50	\$1,147.50	CaseMgt	CRIL.Mobility	Billable	Further work on prelim. approval draft - section re adequacy of relief achieved.
1/10/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing settlement edits, finalizing same.
1/10/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Correspondence with Ps re settlement edits.
1/10/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Drafting email to OC re finalizing settlement, CAFA notice.
1/10/2020	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Further work on prelim. approval draft - drafting section re equitable treatment of class members.
1/10/2020	Sean Betouliere	2.2	\$425.00	\$935.00	\$935.00	CaseMgt	CRIL.Mobility	Billable	Drafting class notice.
1/13/2020	Stuart Seaborn	0.5	\$795.00	\$397.50	\$397.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft mtn for prelim approval
1/13/2020	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Drafting notice distribution plan.
1/13/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S Seaborn re necessary edits to prelim approval mot.
1/13/2020	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Revising prelim approval motion draft, in line with S. Seaborn feedback.
1/13/2020	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Further prelim approval motion draft revisions to trim for length, improve clarity, etc.
1/13/2020	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Revising/expanding declaration in support of prelim approval motion, adding in more details about class counsel quals.
1/13/2020	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Call with P Dorene Giacomini to answer her Qs re settlement, before signing same.
1/14/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re cite checking and filing on Friday
1/14/2020	Stuart Seaborn	0.1	\$795.00	\$79.50	\$79.50	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re next steps and possible extension following defs delays re prelim approval
1/14/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Prep for call with OC re preliminary approval.
1/14/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Call with OC re preliminary approval.
1/14/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Correspondence with T. Gilmer of new mobility re poss publication of class notice, timeline for same.
1/14/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Instruction to paralegal re cite checking, bluebooking, etc. of joint mot for prelim approval.
1/14/2020	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Final substantive edits to joint mot for prelim approval in prep for sending same to Ds for their review.
1/14/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to OC re revision to distribution plan, given timing of New Mobility mag ad placement.
1/14/2020	Sean Betouliere	1.3	\$425.00	\$552.50	\$552.50	CaseMgt	CRIL.Mobility	Billable	Revising Ps decls in support of prelim approval, sending same for review.
1/15/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Check notice of motion and motion" section of joint motion for preliminary approval for grammar and citation mistakes"
1/15/2020	Jess MS	0.7	\$230.00	\$161.00	\$161.00	CaseMgt	CRIL.Mobility	Billable	Check Memorandum or Points and Authorities: Introduction" section of joint motion for preliminary approval for grammar and citation mistakes"
1/15/2020	Jess MS	1.4	\$230.00	\$322.00	\$322.00	CaseMgt	CRIL.Mobility	Billable	Check Memorandum or Points and Authorities: Argument" section paragraph 1 of joint motion for preliminary approval for grammar and citation mistakes"
1/15/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Answering Qs from org P re final settlement agreement, in prep for their signature of same.
1/15/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Discussion with D. Giacomini re declaration in support of prelim approval.
1/15/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Further revision to D Giacomini declaration in support of prelim approval, formatting and finalizing same for sig.
1/15/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Further revision to S James declaration in support of prelim approval, formatting and finalizing same for sig.

Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
1/15/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Reviewing MobilityWorks privacy policy for poss conflict with proposed notice plan - email to OC re lack of conflict.
1/15/2020	Sean Betouliere	2.4	\$425.00	\$1,020.00	\$1,020.00	CaseMgt	CRIL.Mobility	Billable	Further work on attorney decl in support of prelim approval, incl. final review and proof of same.
1/16/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re cite checking
1/16/2020	Jess MS	0.8	\$230.00	\$184.00	\$184.00	CaseMgt	CRIL.Mobility	Billable	Check Memorandum or Points and Authorities: Argument" section paragraph 2 of joint motion for preliminary approval for grammar and citation mistakes"
1/16/2020	Jess MS	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Begin to check Plaintiffs and Their Counsel Have Adequately Represented The Class" section of motion for preliminary approval for grammar and citation mistakes"
1/16/2020	Stuart Seaborn	0.3	\$795.00	\$238.50	\$238.50	CaseMgt	CRIL.Mobility	Billable	review/revise draft atty decl in support of prelim approval
1/16/2020	Sean Betouliere	1.8	\$425.00	\$765.00	\$765.00	CaseMgt	CRIL.Mobility	Billable	Drafting PO for preliminary approval mot.
1/16/2020	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Revising prelim approval motion draft to add decl cites, trim length to fit.
1/16/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Call w/ Ds re their need for extension.
1/16/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Email to Plaintiffs re: Defendants' request for extension, followup re same.
1/16/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Email to Ds re not having received stip, as promised.
1/17/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing and revising proposed stip, correspondence with Ds re same (multiple emails).
1/17/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to Ps re settlement sigs.
1/17/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Attempting to call Ds re proposed stip, left msg.
1/17/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S Seaborn re: Ds non-response to stip edits, poss. contingencies if no response by COB.
1/17/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$127.50	CaseMgt	CRIL.Mobility	Billable	Preparing ex-parte mot for extension, in case no response from Ds re stip.
1/17/2020	Sean Betouliere	0.9	\$425.00	\$373.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing recent caselaw on incentive awards, notes re same.
1/17/2020	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Further revisions/additions to attorney decl.
1/22/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to M. Galvan at CRIL re settlement.
1/22/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Waiting on line for opposing counsel, call w/ same re timeline for finalizing PA mot and related.
1/22/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Reviewing materials in prep. for call with opposing counsel re notice plan, etc.
1/22/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing OC edits to notice plan and notice, notes re same.
1/23/2020	Jess MS	0.6	\$230.00	\$138.00	\$138.00	CaseMgt	CRIL.Mobility	Billable	Cite- and grammar-check draft of motion for preliminary approval for S. Betouliere.
1/23/2020	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	review and mobility works comments on notice plan/procedures and provide feedback to S Betouliere re same
1/23/2020	Sean Betouliere	1.4	\$425.00	\$595.00	\$595.00	CaseMgt	CRIL.Mobility	Billable	Revisions/comments to OC redlines of notice plan, notice. Email re same to OC.
1/23/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing with S. Seaborn re: Ds edits to notice plan, notice.
1/24/2020	Jess MS	1	\$230.00	\$230.00	\$230.00	CaseMgt	CRIL.Mobility	Billable	Cite- and grammar-check draft of motion for preliminary approval section entitled The Parties Have Accurately Represented the Class""
1/24/2020	Jess MS	0.6	\$230.00	\$138.00	\$138.00	CaseMgt	CRIL.Mobility	Billable	Cite- and grammar-check draft of motion for preliminary approval section entitled The Parties Agreement is the Product of Arms-Length Negotiations""
1/27/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Followup email to OC.
1/27/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Creating version of settlement doc with signatues of all Ps, sending same to OC.
1/28/2020	Jess MS	0.7	\$230.00	\$161.00	\$161.00	CaseMgt	CRIL.Mobility	Billable	Cite-check citations to declarations that were added to the joint motion for preliminary approval
1/28/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Edit S. Betouliere's declaration to correct numbering errors
1/28/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Continue Cite-checking citations to declarations that were added to the joint motion for preliminary approval



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
1/28/2020	Jess MS	1.6	\$230.00	\$368.00	\$368.00	CaseMgt	CRIL.Mobility	Billable	Cite-check, bluebook, and grammar check pages 6-8 of joint motion for preliminary approval
1/28/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Response to K. Fox email.
1/29/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Begin cite-checking, bluebooking, and grammar checking page 9 of joint motion for preliminary approval
1/29/2020	Jess MS	1	\$230.00	\$460.00	\$230.00	CaseMgt	CRIL.Mobility	Billable	Finish cite-checking, bluebooking, and grammar checking page 9 of joint motion for preliminary approval
1/29/2020	Jess MS	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Begin cite-checking, bluebooking, and grammar checking page 10 of joint motion for preliminary approval
1/29/2020	Jess MS	0.4	\$230.00	\$92.00	\$92.00	CaseMgt	CRIL.Mobility	Billable	Finish cite-checking, bluebooking, and grammar checking page 10 of joint motion for preliminary approval
1/29/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Begin Cite-checking, bluebooking, and grammar checking page 11 of joint motion for preliminary approval
1/30/2020	Jess MS	0.6	\$230.00	\$138.00	\$138.00	CaseMgt	CRIL.Mobility	Billable	Finish Cite-checking, bluebooking, and grammar checking page 11 of joint motion for preliminary approval
1/30/2020	Jess MS	0.9	\$230.00	\$437.00	\$207.00	CaseMgt	CRIL.Mobility	Billable	Begin Cite-checking, bluebooking, and grammar checking page 12 of joint motion for preliminary approval
1/30/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re completing cite-checking
1/30/2020	Jess MS	0.6	\$230.00	\$138.00	\$138.00	CaseMgt	CRIL.Mobility	Billable	Cite-check, bluebook, and grammar check page 13 of joint motion for preliminary approval
1/30/2020	Jess MS	0.7	\$230.00	\$161.00	\$161.00	CaseMgt	CRIL.Mobility	Billable	Cite-check, bluebook, and grammar check page 14 of joint motion for preliminary approval
1/30/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Cite-check, bluebook, and grammar check page 15 of joint motion for preliminary approval
1/30/2020	Jess MS	0.8	\$230.00	\$184.00	\$184.00	CaseMgt	CRIL.Mobility	Billable	Look over joint motion for preliminary approval again for final edits
1/30/2020	Sean Betouliere	2.4	\$425.00	\$1,020.00	\$1,020.00	CaseMgt	CRIL.Mobility	Billable	Revising preliminary approval motion to incorporate paralegal revisions, as well as revisions from opposing counsel and other necessary changes. Further revisions to trim for length.
1/30/2020	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Reviewing D redlines in prep for call with Ds re preliminary approval filing.
1/30/2020	Sean Betouliere	0.7	\$425.00	\$297.50	\$297.50	CaseMgt	CRIL.Mobility	Billable	Call with Ds re preliminary approval filing, outstanding issues.
1/30/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Drafting and sending update email to Ps re case developments and next steps.
1/31/2020	Jess MS	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Look over citations of joint motion for preliminary approval for final edits
1/31/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Prep email to S. Betouliere re final cite-checked document edits
1/31/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re authorities
1/31/2020	Jess MS	1.3	\$230.00	\$299.00	\$299.00	CaseMgt	CRIL.Mobility	Billable	Begin marking citation for table of authorities
1/31/2020	Jess MS	0.8	\$230.00	\$184.00	\$184.00	CaseMgt	CRIL.Mobility	Billable	Continue marking citations for table of authorities
1/31/2020	Sean Betouliere	1.5	\$425.00	\$637.50	\$637.50	CaseMgt	CRIL.Mobility	Billable	Finalizing preliminary approval motion draft, sending to paralegal for TOA and to Ds for final review.
1/31/2020	Sean Betouliere	1	\$425.00	\$425.00	\$425.00	CaseMgt	CRIL.Mobility	Billable	Revising draft PO and sending to Ds for final review.
1/31/2020	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Revising and finalizing dec in support of preliminary approval, sending to Ds for review.
2/3/2020	Jess MS	0.9	\$230.00	\$207.00	\$207.00	CaseMgt	CRIL.Mobility	Billable	Continue marking cites for table of authorities for joint motion for preliminary approval
2/3/2020	Jess MS	1.9	\$230.00	\$437.00	\$437.00	CaseMgt	CRIL.Mobility	Billable	Check cites for table of authorities
2/3/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re creating table of authorities
2/3/2020	Jess MS	0.3	\$230.00	\$69.00	\$69.00	CaseMgt	CRIL.Mobility	Billable	Edit citation markings after creating table of authorities
2/3/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re marking cites for TOA
2/3/2020	Jess MS	0.5	\$230.00	\$115.00	\$115.00	CaseMgt	CRIL.Mobility	Billable	Finalize TOA after receiving instructions from S. Betouliere
2/3/2020	Jess MS	0.2	\$230.00	\$46.00	\$46.00	CaseMgt	CRIL.Mobility	Billable	Prep email to Judge White re joint motion proposed order word document



Transaction Date	Attorney Name	Time Spent	Rate	Value	Amount Billed	Activity	Case Name	Billing Status	Description
2/3/2020	Jess MS	0.4	\$230.00	\$92.00	\$92.00	CaseMgt	CRIL.Mobility	Billable	Draft cover sheet for chambers copies of joint motion filing
2/6/2020	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Meeting with P to answer Qs re next steps.
2/14/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$42.50	CaseMgt	CRIL.Mobility	Billable	Emailing opposing counsel to check in re preliminary approval filing, non-opp.
2/28/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$170.00	CaseMgt	CRIL.Mobility	Billable	Reviewing court's order on supplemental briefing and related guidance, (.2) conferring with T. Zito re best next steps (.2).
2/28/2020	Sean Betouliere	0.8	\$425.00	\$340.00	\$340.00	CaseMgt	CRIL.Mobility	Billable	Outlining motion for fees.
2/28/2020	Sean Betouliere	0.5	\$425.00	\$212.50	\$212.50	CaseMgt	CRIL.Mobility	Billable	Drafting joint supplemental brief, sending to Ds for review.
3/5/2020	Sean Betouliere	0.5	\$425.00	\$212.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing Mercury Interactive Corp decision, R 23h. Notes re same. No charge.
3/5/2020	Sean Betouliere	1.2	\$425.00	\$510.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing filings and settlement in prep for next week's PA hearing - notes re same.
3/9/2020	Stuart Seaborn	0.2	\$795.00	\$159.00	\$159.00	CaseMgt	CRIL.Mobility	Billable	strategy session with S Betouliere re response to question raised about scope of class relief
3/9/2020	Sean Betouliere	1.5	\$425.00	\$637.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Drafting press release re PA order.
3/9/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Reviewing prior releases in prep for drafting same.
3/10/2020	Sean Betouliere	1	\$425.00	\$425.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Redrafting press release to be more conciliatory. No charge.
3/10/2020	Sean Betouliere	1.2	\$425.00	\$510.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Drafting language for notice page, banner re same, selecting materials, and sending email to C. Maccarone re next steps for getting page up.
3/10/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Email to clients re press release.
3/11/2020	Jess MS	0.1	\$230.00	\$23.00	\$23.00	CaseMgt	CRIL.Mobility	Billable	Receive instructions from S. Betouliere re naming events when calendaring
3/11/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Responding to email from client re press.
3/11/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategizing re next steps in case, planning same in light of overall case workload.
3/13/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Correspondence with IT/Comms depts re settlement website, poss press. No charge.
3/13/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Finalizing notice, sending same to K. Fox.
3/17/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Further correspondence with media team re notice plan compliance.
3/18/2020	Sean Betouliere	0.4	\$425.00	\$170.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Multiple emails re notice publication issue - no charge.
3/18/2020	Sean Betouliere	0.1	\$425.00	\$42.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Call with K. Fox re notice publication issue. No Charge.
3/19/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Coordinating with C. Maccarone and K. Hamilton re preliminary approval settlement website publication, social media, etc. No Charge.
3/19/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Coordinating preliminary approval publication with K Fox and New Mobility person (several calls/emails). No charge.
3/19/2020	Sean Betouliere	0.3	\$425.00	\$127.50	\$0.00	No Charge	CRIL.Mobility	No Charge	Sending emails to CFILC, NDRN, and NCIL regarding settlement. No charge.
3/23/2020	Sean Betouliere	0.9	\$425.00	\$382.50	\$382.50	CaseMgt	CRIL.Mobility	Billable	Returning class member calls re settlement, answering questions re same (two calls).
3/23/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$0.00	No Charge	CRIL.Mobility	No Charge	Working with C. Maccarone to fix settlement website issue. No charge.
3/23/2020	Sean Betouliere	1.2	\$425.00	\$510.00	\$510.00	CaseMgt	CRIL.Mobility	Billable	Beginning to draft motion for fees.
3/24/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Strategy call with T. Zito and M. Iorio re MTD opp.
3/25/2020	Sean Betouliere	0.2	\$425.00	\$85.00	\$85.00	CaseMgt	CRIL.Mobility	Billable	Responding to class member re settlement agreement.

**Totals:** 565.8 \$234,785.00 \$200,208.00

# Exhibit 4: Selected Orders Approving Rates of Plaintiffs' Counsel

United States District Court  
Northern District of California

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

DAVID COLE, et al.,  
Plaintiffs,

v.

COUNTY OF SANTA CLARA, et al.,  
Defendants.

Case No. 16-CV-06594-LHK

**ORDER GRANTING FINAL  
APPROVAL OF CLASS SETTLEMENT  
AND MOTION FOR ATTORNEYS'  
FEES**

Re: Dkt. Nos. 74, 75

WHEREAS, Plaintiffs David Cole, Leroy Benjamin, Erasmo Flores, Jr., Robert Phillips, and Brandon Williams ("Plaintiffs") and Defendant County of Santa Clara ("Defendant" erroneously sued herein as County of Santa Clara Department of Correction, and the County of Santa Clara Office of the Sheriff) (collectively, "the Parties") have advised the Court that they have settled the above-captioned litigation (hereafter, "Litigation") and have memorialized the terms of their settlement in a settlement agreement ("Consent Decree"), which is attached to the Declaration of Lisa Ells in Support of the Joint Motion for Final Approval of Class Settlement as Exhibit 1, ECF No. 75-1;

WHEREAS, the Court granted preliminary approval of the parties' Consent Decree on December 7, 2018, finding that it "falls within the range of possible approval" and "is the product

United States District Court  
Northern District of California

of arm’s-length, serious, informed and non-collusive negotiations between experienced and knowledgeable counsel who have actively prosecuted and defended this litigation,” ECF No. 73;

WHEREAS, the Parties submitted their Joint Motion for Final Approval of Class Settlement on January 14, 2019 and jointly requested an order (1) finding the proposed Consent Decree’s terms and conditions are fair, adequate, and reasonable; and (2) approving the Consent Decree, ECF No. 74;

WHEREAS, Plaintiff submitted their Motion for Attorneys’ Fees and Costs on January 14, 2019, and attached the declarations of Lisa Ells, Stuart Seaborn, and Richard Pearl, ECF No. 75;

WHEREAS, the Court requested supplemental information regarding Plaintiffs’ counsel’s billing records and resumes on March 18, 2019 and March 19, 2019, ECF Nos. 81 & 82;

WHEREAS Plaintiff filed supplemental declarations of Lisa Ells and Stuart Seaborn in response to the Court’s request for supplemental information on March 19, 2019, ECF Nos. 83 & 84;

WHEREAS, the Joint Motion for Final Approval of Class Settlement and the Motion for Attorneys’ Fees and Costs came on for hearing before this Court on March 21, 2019; and

WHEREAS, the Court has considered the Joint Motion for Final Approval of Class Settlement, Plaintiffs’ Motion for Attorneys’ Fees and Costs, the proposed Consent Decree, and the arguments of counsel at the March 21, 2019 hearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court finds that the Consent Decree is fair, adequate, reasonable, and free from collusion. *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (noting district court’s role in reviewing the substance of the settlement is solely to ensure that it is “fair, adequate, and free from collusion.” (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998))). It further appears that extensive evaluation of the merits has been conducted such that the attorneys for the Parties are able to reasonably evaluate their respective positions. It also appears to the Court that settlement at this time will avoid substantial additional costs to all Parties, as well as avoid the delay and the risks presented by further litigation regarding the issues addressed by the Consent

Decree. It further appears that the Consent Decree has been reached as the result of intensive, prolonged, serious, and non-collusive arms-length negotiations, including multiple in-person and telephonic settlement sessions. The Court therefore finds that all the relevant *Hanlon* factors weigh in favor of granting final approval in this case. *See Hanlon*, 150 F.3d 1011 at 1026.

2. The Court finds that the distribution of notice by all Parties was done in a manner and form consistent with the Court's December 7, 2018 Order and the Court's January 30, 2019 Order extending the objection deadline, ECF Nos. 73 & 79, and meets the requirements of both due process and Rule 23 of the Federal Rules of Civil Procedure.

3. The Court finds that the Consent Decree satisfies the requirements of 18 U.S.C. § 3626(a)(1)(A) in that it is narrowly drawn, extends no further than necessary to correct the violation of the Federal right, and is the least intrusive means necessary to correct the violation of the Federal rights of Plaintiffs and the Plaintiff Class.

4. The Parties' Consent Decree is granted final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, is incorporated by reference, and has the full force and effect of an order of this Court. Pursuant to Section IX of the Consent Decree, the Court retains jurisdiction to enforce the terms of the Consent Decree and to resolve disputes regarding compliance with the Consent Decree, subject to the limitations contained within the Consent Decree.

5. This is a class action certified pursuant to Federal Rule of Civil Procedure 23(b)(2) and the Court may award attorneys' fees and costs to class counsel pursuant to Federal Rule of Civil Procedure 23(h).

6. Plaintiffs are "prevailing parties" under the federal fee shifting statutes 42 U.S.C. § 1983, 42 U.S.C. § 12205, and 29 U.S.C. § 794a(b). Plaintiffs are also successful litigants under California's private attorney general statute, Cal. Code Civ. Proc. § 1021.5. An award of attorney fees is appropriate under both Section 1021.5 and the separate fee-shifting statutes.

7. Plaintiffs are represented by counsel at Rosen Bien Galvan & Grunfeld LLP ("RBGG") and Disability Rights Advocates ("DRA"). The requested 2018 rates for Plaintiffs' counsel – \$650 per hour for RBGG Partner Lisa Ells, \$525 per hour for RBGG Associate Kara

Janssen, \$375 per hour for RBGG Associate Marc Shinn-Krantz, \$340 per hour for RBGG Senior Paralegal Karen Stilber, \$225 per hour for RBGG Paralegal Hanna Wallace and former RBGG Paralegal Sara Long, \$775 per hour for DRA Managing Director of Litigation Stuart Seaborn, \$655 for DRA's Former Director of Litigation Mary-Lee Smith, \$425 for DRA Staff Attorney Michelle Iorio, and \$230 for DRA Paralegals Carly Schaaf, Jaqueline U, and Jessica Flores – are reasonable and appropriate for their work in this litigation. The rates sought here are in line with the market rates prevailing in the San Francisco Bay Area for work of similar complexity by lawyers of similar skills and experience. Plaintiffs' counsel possess a significant amount of experience and expertise in disability rights, prisoners' rights, and complex class actions, which they utilized in this case to secure exceptional results.

8. The time Plaintiffs' counsel expended on this case was appropriate given the length, intensity, and nature of the litigation. Plaintiffs' counsel effectively and efficiently litigated this case. Legal work was allocated between and among Plaintiffs' counsel to ensure work was performed effectively and efficiently utilizing the expertise of each organization. In calculating their lodestar, Plaintiffs have written off a total of approximately 10% of billable hours to date. The Court finds these billing judgment reductions to be reasonable and appropriate, in that they assure that Plaintiffs' counsel have accounted for any undue duplication of effort or inefficiency.

9. From July 1, 2016 through March 18, 2019, DRA worked 1259.8 hours total and RBGG worked 1737.3 hours total. DRA wrote off 82.1 hours to claim 1177.7 hours, and RBGG wrote off 233.8 hours to claim 1503.5 hours. Therefore, the total hours claimed by Plaintiffs' counsel are 2681.2 hours.

10. After reasonable billing judgment reductions, Plaintiffs' lodestar for work performed from July 1, 2016 through March 18, 2019 is \$1,477,123.50, representing compensation for 2681.2 hours of work invested in this case.

11. Plaintiffs' counsel is entitled to recover the costs advanced to prosecute this litigation on behalf of the class. Plaintiffs have incurred costs of \$14,860.53.

12. Accordingly, the Court finds that Plaintiffs' counsel's total lodestar plus expenses

1 from July 1, 2016 through March 18, 2019 of \$1,477,123.50 is reasonable and appropriate under  
2 federal and state law for the work performed and the success achieved for the class. This amount  
3 far exceeds the negotiated amount of \$1 million provided for attorneys' fees and costs through the  
4 effective date of the Consent Decree pursuant to Section VI(A) of the Consent Decree. The  
5 Consent Decree's effective date is the date this Court grants final approval of this class action  
6 settlement.

7 13. Defendant is ordered to pay Plaintiffs \$1 million for reasonable attorneys' fees and  
8 costs. Payment shall be made in a manner consistent with the parties' negotiated language in  
9 Section VI of the Consent Decree.

10 14. Attorneys are entitled to recover fees for time spent monitoring and enforcing  
11 compliance with settlement agreements in civil rights lawsuits. Monitoring work is compensable  
12 even if it does not result in additional judicial relief. Accordingly, Plaintiffs are entitled to  
13 attorneys' fees and costs for implementation and monitoring of the Consent Decree.

14 15. The agreed-upon monitoring process for this case is appropriate and necessarily  
15 robust. The Consent Decree details extensive monitoring work to be performed by Plaintiffs'  
16 counsel, including work required to implement policies required by the Consent Decree. The  
17 parties have negotiated that such work, plus any enforcement work that proves necessary subject  
18 to the narrow exceptions specified at Section VI(B)(2) of the Consent Decree, will be fully  
19 compensated by a fixed payment of \$2.2 million for attorneys' fees and costs incurred or  
20 attributable to any and all work performed from the effective date of the Consent Decree up  
21 through the term as defined in Section VIII of the Consent Decree.


22 16. Defendant is ordered to pay Plaintiffs \$2.2 million for reasonable attorneys' fees  
23 and costs for work performed from the effective date of the Consent Decree up through the term as  
24 defined in Section VIII of the Consent Decree. The Consent Decree Term is twelve months after  
25 the certificate of occupancy for the new jail has been issued and the Country has begun placement  
26 of inmates in the new jail. The new jail is expected to be constructed by mid-2023, which is four-  
27 and-a-half years from today. With likely delays in construction, the parties anticipate that the \$2.2



1 million will cover Plaintiffs' counsel's reasonable attorneys' fees and costs for worked performed  
2 over the next five-and-a-half years. Payment shall be made in a manner consistent with the parties'  
3 negotiated language in Section VI of the Consent Decree. Specifically, the \$2.2 million shall be  
4 paid into the Cole Jail Monitoring Qualified Settlement Fund ("QSF"). Plaintiffs' counsel may not  
5 seek payment out of the QSF until monitoring and enforcement work is actually performed and  
6 must substantiate any request for disbursement from the QSF with records detailing the fees and  
7 costs incurred for which compensation is being sought.

8 **IT IS SO ORDERED.**

9  
10 Dated: March 21, 2019

11   
12 LUCY H. KOH  
13 United States District Judge  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

United States District Court  
Northern District of California

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

NATIONAL FEDERATION OF THE  
BLIND OF CALIFORNIA, et al.,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No. 14-cv-04086 NC

**ORDER GRANTING FINAL  
APPROVAL AND ATTORNEYS'  
FEES**

Re: Dkt. Nos. 119, 128

In September 2014, the National Federation of the Blind of California and three individuals sued Uber and its California subsidiaries, alleging that Uber violates state and federal law by discriminating against blind persons when Uber drivers refuse to transport service dogs. In April 2015, this Court denied Uber's motion to dismiss the complaint and found that NFB-CA had associational standing and that Uber is subject to the ADA. The parties then began preparing for trial, while also engaging in settlement discussions.

In January 2016, the parties notified the Court that they had a settlement in principle, so the Court granted their request to vacate the deadlines in the case. In late April 2016, the parties requested preliminary approval of their class action settlement. The Court granted preliminary approval, and the parties now seek final approval of the settlement. In addition, plaintiffs move for \$1,589,574 in attorneys' fees and \$13,447.14 in costs, with a multiplier of 2.0. Uber agrees that plaintiffs can recover attorneys' fees, but disputes the reasonableness of the fees and costs. The Court held a hearing on the

Case No. 14-cv-04086 NC

1 motions on December 1, 2016, and granted both the motion for final approval and the  
2 motion for attorneys' fees.

3 As to the final approval of the settlement, the parties reported that no objections to  
4 the settlement were received. In its order granting preliminary approval of the settlement,  
5 the Court summarized the settlement's key components and analyzed the fairness of  
6 settlement in detail. Dkt. No. 112. The Court now concludes that the settlement is fair,  
7 adequate, and reasonable and GRANTS the motion for final approval of the class action  
8 settlement. The Court retains jurisdiction over the settlement for the duration of the  
9 settlement agreement. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378  
10 (1994).

11 As to the attorneys' fees request, Uber does not dispute plaintiffs' entitlement to  
12 attorneys' fees. Thus, the Court considers (1) the reasonableness of the attorneys' fees,  
13 and (2) the appropriate multiplier.

14 Plaintiffs request \$1,589,574 in attorneys' fees. The "lodestar is the product of  
15 reasonable hours times a reasonable rate." *City of Burlington v. Dague*, 505 U.S. 557, 559  
16 (1992). Uber objects to (1) the attorneys' hourly rate; (2) duplicative work done by  
17 multiple attorneys in attending hearings and conference calls, and (3) plaintiffs' trial  
18 preparation after settlement negotiations had begun.

19 First, the Court finds that plaintiffs have cited sufficient authority that the rates  
20 requested have been awarded in this district and are considered reasonable in the San  
21 Francisco Bay Area market.

22 Second, the Court finds that plaintiffs' counsel have not unnecessarily duplicated  
23 work by structuring their team to have multiple attorneys consulted at key times in the  
24 case. *See Nat'l Fed'n of the Blind v. Target Corp.*, No. 06-cv-01802 MHP, 2009 WL  
25 2390261, at \*3 (N.D. Cal. Aug. 3, 2009) ("the court may not condition fees on plaintiffs'  
26 counsel's conformance to the typical commercial law firm's pyramidal staffing  
27 structure.").

28 Third, the parties moved to vacate trial deadlines in January, and the Court made

1 clear for the following four months that trial dates would be reinstated if a settlement was  
2 not promptly entered. Under those circumstances, the Court finds it reasonable that  
3 plaintiffs' counsel continued to prepare for trial after January and even until April when a  
4 final settlement was entered on the docket. Considering all arguments, the Court  
5 concludes that plaintiffs' request for fees and costs are reasonable and GRANTS the  
6 motion.

7 In addition to reasonable attorneys' fees, plaintiffs request a multiplier of 2.0 under  
8 California law. A multiplier is permitted under California law to allow plaintiffs to be  
9 compensated for the real market value of their work, which includes a certain amount of  
10 risk absorbed by counsel when working on contingency. *See Ketchum v. Moses*, 24 Cal.  
11 4th 1122, 1136 (2001) ("The experience of the marketplace indicates that lawyers  
12 generally will not provide legal representation on a contingent basis unless they receive a  
13 premium for taking that risk.").

14 The Court considers the most analogous case cited by the parties: *Nat'l Fed'n of the*  
15 *Blind v. Target Corp.*, No. 06-cv-01802 MHP, 2009 WL 2390261 (N.D. Cal. Aug. 3,  
16 2009). In *Target*, plaintiffs sought to make Target's online platform accessible to blind  
17 web users. *Id.* at \*1. There, Judge Patel found that a 1.65 multiplier was appropriate in a  
18 case with significant motion practice, including contested motions to dismiss, for  
19 preliminary injunction, class certification, and summary judgment. *Id.* at \*9.

20 In this case, the Court finds that plaintiffs' sought to enhance Uber's policies to  
21 protect blind riders, which can provide a model for other businesses in the sharing  
22 economy. Additionally, plaintiffs faced a significant hurdle in overcoming the motion to  
23 dismiss, and took on the risk associated with raising novel legal issues in complex areas of  
24 jurisdictional, employment, and discrimination law. Thus, the Court finds that here, a  
25 multiplier of 1.5 is appropriate to fully award plaintiffs for the fair market value of their  
26 work in taking on this case.

27 Plaintiffs must submit an updated proposed order as to the requested fees and costs  
28 for the Court's signature in accordance with this order by December 12, 2016.

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

**IT IS SO ORDERED.**

Dated: December 6, 2016

  
\_\_\_\_\_  
NATHANAEL M. COUSINS  
United States Magistrate Judge

United States District Court  
Northern District of California

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

NATIONAL FEDERATION OF THE  
BLIND OF CALIFORNIA, et al.,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No.14-cv-04086-NC

**ORDER ON MOTION FOR  
ATTORNEYS' FEES AND COSTS**

The Court previously found that plaintiffs were entitled to their attorneys' fees and costs as requested, with a multiplier of 1.5. Dkt. No. 139. Having considered plaintiffs' proposed order and Uber's objections (dkt. nos. 142, 143), the Court awards the following to be paid within thirty days:

Category	Amount
Attorneys' Fees (not related to fee request)	\$1,589,124.00
1.5 Multiplier Enhancement	\$794,562.00
Costs	\$13,447.14
Attorneys' Fees (related to fee request through September 9, 2016)	\$87,938.00
<b>Total</b>	<b>\$2,485,071.14</b>



United States District Court  
Northern District of California

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

**IT IS SO ORDERED.**

Dated: December 15, 2016

  
\_\_\_\_\_  
NATHANAEL M. COUSINS  
United States Magistrate Judge

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

NATIONAL FEDERATION OF THE  
BLIND OF CALIFORNIA, et al.,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No. 14-cv-04086-NC

**ORDER GRANTING IN PART  
PLAINTIFFS’ MOTION FOR  
ATTORNEYS’ FEES AND  
COSTS; DENYING  
PLAINTIFFS’  
ADMINISTRATIVE MOTION  
TO SEAL**

Re: Dkt. Nos. 185, 189

In this class action, plaintiffs National Federation of the Blind (“NFIB”) and various disabled individuals accused defendant Uber Technologies, Inc. of failing to accommodate their disabled customers traveling with service animals. In 2016, the parties settled the class action. Plaintiffs now bring their second motion for attorneys’ fees and costs seeking reimbursement for their efforts monitoring Uber’s compliance with the settlement. *See* Dkt. No. 185. The Court finds that Plaintiffs are entitled to fees, but certain fees are unreasonable. Accordingly, the Court GRANTS IN PART and DENIES IN PART Plaintiffs’ motion for attorneys’ fees and costs.

**I. Procedural History**

In September 2014, Plaintiffs initiated this class action against Uber alleging discrimination against the blind under the Americans with Disabilities Act (“ADA”), 42

U.S.C. § 12101 *et seq.* and various California-law analogues. *See* Dkt. No. 1. The parties settled the case in January 2016 (*see* Dkt. No. 70; *see also* Dkt. No. 85-1 (“Settlement”)) and the Court granted final approval of the class settlement on December 6, 2016 (*see* Dkt. No. 139). On December 15, 2016, the Court awarded Plaintiffs attorneys’ fees and costs pursuant to the Settlement. *See* Dkt. Nos. 139, 144.

Plaintiffs now seek additional attorneys’ fees and costs for resources expended in monitoring Uber’s settlement compliance. *See* Dkt. No. 185. Plaintiffs voluntarily agree to reduce their claimed amount by 5% across the board. *See id.* at 19.<sup>1</sup> Uber opposes, arguing that Plaintiffs are not entitled to additional fees and, even if they were, Plaintiffs’ request is unreasonable. *See generally* Dkt. No. 187.

## II. Settlement Agreement

Certain sections of the Settlement are relevant to this motion. The Court summarizes those portions below.

The Settlement requires Uber to “collect and report to Plaintiffs’ Counsel” rating and complaint information for riders with service animals. *See* Settlement § 6.A. Uber is required to report the raw data for that information to Plaintiffs’ Counsel. *Id.* § 6.B.1. In addition, if Plaintiffs’ Counsel provides Uber with a documented complaint of discrimination by a rider, Uber is required to verify corresponding data and assign a unique number identifier to the allegedly offending driver. *See id.* § 6.B.2.

NFIB is required to create a “compliance testing program” that uses blind testers with guide dogs using Uber’s UberX service to test compliance. *Id.* § 6.C. Uber agreed to pay NFIB \$225,000 “to support the testing program.” *Id.* § 11.A. If the Settlement is extended, Uber is required to pay NFIB an additional \$75,000 to support the program. *See id.* §§ 7, 11.A.

The Settlement also requires an appointment of a third-party Monitor. *See id.* § 8. Annually, the Monitor is obligated to “review and analyze” all data collected and reported

---

<sup>1</sup> All page numbers reference the page numbers automatically generated by ECF unless otherwise indicated.

1 by Uber pursuant to Section 6 of the Settlement, in addition to “any other information  
2 provided to the Monitor by the Parties.” *Id.* The Monitor then reports to the Parties  
3 whether Uber substantially complied with the Settlement during the preceding year. *Id.*  
4 The Monitor is also required to “propose . . . further modifications to Uber’s policies,  
5 practices, and procedures” if such policies, practices, or procedures were insufficient to  
6 address discrimination. *Id.*

7 Lastly, the Settlement permits Plaintiffs to seek attorneys’ fees and costs incurred  
8 up through the effective date of the Settlement. *Id.* § 11.C. Uber agreed “not to dispute  
9 the entitlement to reasonable Attorneys’ Fees incurred up through the Effective Date of  
10 [the] Agreement[,]” but reserved the right to dispute the amount of fees requested. *Id.* For  
11 fees and costs related to “work performed after the time the Settlement Agreement is  
12 signed by all Parties, including for work spent on compliance monitoring, enforcement,  
13 and/or work spent securing their fees[,]” Plaintiffs reserved their rights to pursue such fees,  
14 but the Settlement acknowledged that “all issues pertaining to any such attorneys’ fees,  
15 costs, and expenses are unresolved . . . .” *Id.* § 11.C.1. The Parties are required to confer  
16 and negotiate as to any fees and costs related to Plaintiffs’ Counsel’s monitoring efforts  
17 before petitioning the Court. *Id.* § 11.C.2.

18 The Court retained jurisdiction. *See id.* § 12; *see also* Dkt. No. 145.

### 19 **III. Discussion**

#### 20 **A. Entitlement to Fees**

21 The parties first dispute whether Plaintiffs are entitled to fees. *See* Dkt. No. 187 at  
22 11. According to Uber, the Settlement did not authorize attorneys’ fees for monitoring  
23 work and the ADA’s fee-shifting statute does not allow such fees. *Id.* The Court  
24 disagrees.

25 In *Prison Legal News v. Scharzenegger*, 608 F.3d 446 (9th Cir. 2010), the Ninth  
26 Circuit reaffirmed that “a party that prevails by obtaining a consent decree may recover  
27 attorneys’ fees under [42 U.S.C.] § 1988 for monitoring compliance with the decree, even  
28 when such monitoring does not result in any judicially sanctioned relief.” *Prison Legal*

1 *News*, 608 F.3d at 451 (citing *Keith v. Volpe*, 833 F.2d 850, 855–57 (9th Cir. 1987)).

2 Thus, plaintiffs may recover attorneys’ fees for monitoring compliance with a settlement  
3 agreement under § 1988. *Id.* at 452; *see also Balla v. Idaho*, 677 F.3d 910, 916 (9th Cir.  
4 2012) (“[M]onitoring fees not resulting in additional relief are allowable . . .”).

5 Uber contends that *Prison Legal News* and its progeny are inapposite because those  
6 cases concern a different fee shifting statute. But § 1988 and the ADA’s fee-shifting  
7 statute, 42 U.S.C. § 12205, are virtually identical. *Compare* 42 U.S.C. § 1988(b) (“the  
8 court, in its discretion, may allow the prevailing party . . . a reasonable attorney’s fee as  
9 part of the costs . . .”) with 42 U.S.C. § 12205 (“the court or agency, in its discretion, may  
10 allow the prevailing party . . . a reasonable attorney’s fee, including litigation expenses,  
11 and costs . . .”). Uber has not identified any principled reason why the Court should  
12 interpret the two statutes differently.

13 Moreover, the Supreme Court rejected a similar argument in *Pennsylvania v.*  
14 *Delaware Valley Citizens’ Council for Clean Air*, 478 U.S. 546 (1986). There, the court  
15 noted that the fee-shifting provisions of the Clean Air Act and § 1988 served “the common  
16 purpose of . . . promot[ing] citizen enforcement of important federal policies,” such that  
17 there was “no reason not to interpret both provisions governing attorney’s fees in the same  
18 manner.” *Id.* at 560. The same is true of the ADA’s fee-shifting statute and § 1988. *See*  
19 *Buckhannon Bd. & Care Home v. W.V. Dep’t of Health & Human Res.*, 532 U.S. 598,  
20 629–30 (2001) (“the . . . ADA fee-shifting prescriptions [were] modeled on 42 U.S.C.  
21 § 1988 unmodified . . .”), *superseded by statute on other grounds*.

22 Nor does the language of the Settlement foreclose attorneys’ fees for monitoring  
23 work. Rather, the Settlement explicitly acknowledges that “all issues pertaining to” fees,  
24 costs, and expenses relating to “work performed after the time the Settlement Agreement is  
25 signed . . . including for work spent on compliance monitoring [and] enforcement” was an  
26 unresolved issue. *See* Settlement § 11.C.1.

27 Accordingly, the Court finds that Plaintiffs are entitled to reasonable attorneys’ fees  
28 incurred in connection with monitoring Uber’s compliance with the Settlement.

**B. Reasonableness of Fees**

Uber does not contest the reasonableness of Plaintiffs' claimed costs. *See* Dkt. No. 185 at 27 (requesting costs in the amount of \$685.36). Plaintiffs adequately documented those costs and they appear reasonable. Accordingly, the Court GRANTS Plaintiffs' requests for costs in the amount of **\$685.36**.

Uber also does not challenge Plaintiffs' counsels' claimed rates and, indeed, the Court previously approved Plaintiffs' counsels' rates. *See* Dkt. No. 144. As those rates have not changed, the Court FINDS that Plaintiffs' counsels' rates are reasonable.

Instead, Uber challenges five categories of Plaintiffs' requested attorneys' fees as unnecessary or unreasonable. *See* Dkt. No. 187 at 14–22. Uber also argues that Plaintiffs' fees should be further reduced due to vague time entries and block billing. *Id.* at 22–24. The Court will first address each category of contested fees, then turn to Uber's objections. *See* Dkt. No. 185-1, Ex. G (summary of claimed fees).

**1. Work Related to Conferring with Monitor**

In this category, Plaintiffs claim fees for hours spent (1) analyzing Uber's data reports and (2) for work related to conferring with the Monitor about those reports. *See* Dkt. No. 185-1 ("Galvan Decl.") ¶¶ 42–43. Uber concedes that the hours spent analyzing Uber's reports are compensable,<sup>2</sup> but argues that the hours spent for work relating to conferring with the Monitor was unnecessary. *See* Dkt. No. 187 at 15–16. According to Uber, such work is not compensable because the Settlement limits Plaintiffs' counsel's involvement with the Monitor's review Uber's data reports. *Id.* at 15. Specifically, Uber contends that the Settlement only contemplates review of its reports by Plaintiffs' counsel and "formal analyses . . . or opining with or conferring with the Monitor about Uber's data reports" is outside the scope of the Settlement. *Id.*

The Court disagrees. While the Settlement explicitly requires Uber to provide Plaintiffs' counsel with data reports for analysis (*see* Settlement §§ 6.A, 6.B.1), the

---

<sup>2</sup> Uber argues that these hours should be reduced as they were block billed. *See* Dkt. No. 187 at 16. The Court will address Plaintiffs' block billing below.

1 Settlement does not limit Plaintiffs' counsel's involvement to that of a passive observer.  
 2 Rather, the Settlement requires the Monitor to consider "any other information provided,"  
 3 suggesting by implication that Plaintiffs' counsel are permitted to submit their own  
 4 commentary on Uber's data reports. *Id.* § 8. Accordingly, work conducted by Plaintiffs'  
 5 counsel relating to conferring with the Monitor is generally compensable.

6 However, the fact that the Settlement permits Plaintiffs to supply their own  
 7 commentary on Uber's data reports to the Monitor is not a license to bill for wholly  
 8 unnecessary work that is duplicative of Uber's reports. *See Balla*, 677 F.3d at 919 ("[T]he  
 9 court [must] exercise discretion [to] assure that the case is not being milked by a monitor  
 10 after the injunction has been obtained, for fees that are unreasonable in amount, for work  
 11 not reasonably performed to enforce the relief, or for work not directly related to enforcing  
 12 the relief."). It is unclear, for example, why Plaintiffs need to draft, review, and submit  
 13 declarations from individual complaining class members, particularly when there is no  
 14 indication that Plaintiffs believe Uber's internal data keeping was inaccurate. *See, e.g.*,  
 15 Galvan Decl., Ex. F, pt.1 at 101 (billing over 6 hours at \$400 per hour to review or draft  
 16 class member declarations), 113 (reviewing and drafting various class member  
 17 declarations). Further, Plaintiffs' billing records for this category of work contain several  
 18 vague time entries, some of which have questionable billing value. *See, e.g., id.* at 147  
 19 (billing 0.8 hours at \$275 per hour for "[m]aking a declaration, cover letter, and report  
 20 accessible"). Most of the hours, however, appear reasonable.

21 Accordingly, the Court will reduce Plaintiffs' counsel's fee for work relating to  
 22 conferring with the Monitor by 10% in addition to Plaintiffs' voluntary 5% reduction. The  
 23 Court will not reduce Plaintiffs' counsel's fee for analyzing Uber's data beyond Plaintiffs'  
 24 voluntary 5% reduction. Thus, Plaintiffs are entitled to **\$59,528.90** and **\$34,143.95** for  
 25 these two sub-categories of work, respectively.

## 26 **2. Work Related to Communicating with Class Members**

27 This category contains three sub-categories of work: (1) communicating with class  
 28 members to address and respond to discrimination complaints; (2) submitting information



1 requests to Uber pursuant to the Settlement’s process (*see* Settlement § 6.B.2); and (3)  
2 following up with class members who participated in NFIB’s compliance testing program  
3 (*see id.* § 6.C). Uber concedes that the second sub-category of work is compensable but  
4 argues that the first and third sub-categories are not. *See* Dkt. No. 187 at 16.

5 As to the first sub-category of work—communicating with class members to  
6 address and respond to discrimination complaints—Uber is correct that Plaintiffs should  
7 not be compensated to the extent they are merely creating a parallel complaint  
8 investigations process. The Settlement itself already creates a procedure for class  
9 members to raise discrimination complaints—a procedure hailed by Plaintiffs as a  
10 significant boon for the class. *See* Dkt. No. 84.

11 This does not mean, however, that Plaintiffs’ counsel is required to sit on their  
12 hands and rubber-stamp Uber’s efforts. Plaintiffs’ counsel’s obligations to the class  
13 requires them to take an active role in ensuring that the Settlement is working as intended.  
14 And communicating with class members regarding Uber’s behavior is the core of  
15 monitoring efforts. In *Prison Legal News*, for example, the Ninth Circuit affirmed  
16 attorneys’ fees for “reviewing and responding to letters from [class members] complaining  
17 about” the defendants’ failure to comply with the settlement. *Prison Legal News*, 608 F.3d  
18 at 453. The Ninth Circuit noted that “[w]ithout such correspondence [with class  
19 members], it would be difficult for [plaintiffs] to discover or document violations of the  
20 terms of the settlement.” *Id.*

21 Upon review of Plaintiffs’ records, the Court is persuaded that Plaintiffs’  
22 communication with class members regarding their discrimination complaints is limited to  
23 compiling information relating to their monitoring efforts and does not create a parallel  
24 track for investigating complaints.

25 As to the third sub-category of work—communications with class members who  
26 participated in NFIB’s compliance testing program—the Court agrees with Uber.  
27 Plaintiffs have already been compensated for work related to NFIB’s compliance testing  
28 program. Section 11.A of the Settlement requires Uber to pay NFIB \$225,000 “to support

the testing program.” Such payments naturally encompass fees and costs incurred in reviewing program data or following up with program participants. Plaintiffs may not double-dip for the compliance testing program. Disallowed amounts are listed in the chart below.<sup>3</sup> Although some of these entries were coded by Plaintiffs as “Settlement Modifications” work, the Court compiles all disallowed NFIB-related hours here:

Entry Description	Date of Entry	Claimed Time	Claimed Amount	Page Number of Entry
Prepare final language for message to intakes and NFB testing participants who reported denials	2/2/2018	0.40	\$216	5
Analysis of NFB testing ride data	2/23/2018	1.10	\$385	17
Phone call with T Elder re NFB testing and follow up re same	4/2/2018	0.70	\$329	26
Reviewing Uber NFB testing data	4/2/2018	1.30	\$611	26
Phone call with T Elder and M Nunez regarding additional information sharing, NFB testing, and next steps	9/14/2018	1.00	\$470	75
Discussing internal next steps with S Seaborn regarding information sharing and NFB testing	9/14/2018	1.00	\$470	75
Case strategy re NFB testing discussion with S Seaborn	9/28/2018	0.10	\$47	78

<sup>3</sup> Entries are drawn from Galvan Decl., Ex. F. Page numbers reference those included with the exhibit. Certain entries are block billed. Because the Court is unable to discern how much time was spent on compliance testing issues, block billed entries are disallowed.

1	Preparing outline re NFB testing	9/28/2018	0.50	\$235	78
2	Correspondence with co-counsel re	10/1/2018	0.10	\$47	78
3	NFB testing				
4	Planning NFB testing meeting with	10/2/2018	0.10	\$47	78
5	T Elder				
6	Strategy telecon with M Riess, T				
7	Elder and M Nunez to discuss	10/5/2018	0.70	\$549.50	79
8	parameters for random sample				
9	compliance testing and consultant				
10	support needed for same				
11	Attending planning call with SS,				
12	MR and MN to discuss compliance	10/5/2018	0.70	\$378	79
13	data and position on pool policy				
14	change				
15	Attend strategy call re next steps re				
16	settlement monitoring issues and	10/5/2018	0.70	\$367.50	79
17	revising testing program				
18	Preparing notes for call regarding	10/5/2018	0.20	\$94	79
19	testing and UberPool				
20	Phone call with M Nunez, T Elder				
21	and S Seaborn regarding testing,	10/5/2018	0.70	\$329	79
22	UberPool policy, and complaint				
23	intakes				
24	Call with consultant re possible				
25	changes to testing program, and	10/9/2018	1.60	\$840	80
26	call with legal team afterward . . .				
27					
28					

Correspondence with team re meeting re compliance data and testing	10/11/2018	0.30	\$141	82
Phone call re data and compliance testing	10/11/2018	1.50	\$705	82
Review class member service issues in NFB tester reports; follow up re same	11/15/2018	0.40	\$100	86
Review and respond to questions from SJE re NFB testers	12/14/2018	0.10	\$52.50	92
<b>Total Disallowed</b>			<b>\$6,413.50</b>	

Accordingly, Plaintiffs are entitled to attorneys' fees for communicating with class members and submitting information requests to Uber less Plaintiffs' voluntary 5% reduction in fees. This amounts to **\$66,357.50**.

### **3. Work Relating to Unwarranted or Abandoned Modifications**

In this category, Plaintiffs seek attorneys' fees relating to their efforts to modify the Settlement in three ways: (1) policies relating to Uber's UberPool service; (2) seeking quarterly data extension; and (3) requesting further data sharing provisions. Uber concedes that the second sub-category of fees relating to quarterly data extensions are compensable. *See* Dkt. No. 187 at 18, 20. The first and third sub-category, according to Uber, are not compensable because those proposals were unnecessary or not accepted.

First, the Court rejects Uber's argument that those hours are not compensable because the Settlement has been effective. Disallowing monitoring fees because Plaintiffs were successful in negotiating and crafting a successful settlement would be counter-productive. Monitoring fees are permissible so long as they are not unreasonable and are related to enforcing the settlement. *See Balla*, 677 F.3d at 919.

Second, Uber concedes that Plaintiffs’ proposed modifications to its UberPool program and the data sharing provisions of the Settlement have been adopted “in a very limited fashion voluntarily by Uber.” Dkt. No. 187 at 19. But Plaintiffs are not required to achieve complete victory nor were they required to obtain a court order or official modification to be entitled to fees. In *Balla*, Ninth Circuit affirmed modification fees even though the plaintiffs’ motion to hold the defendant in contempt was denied because plaintiffs’ motion practice “played a key role in resolving” the underlying issue. *Balla*, 677 F.3d at 920 (quotations omitted). The Ninth Circuit noted that “[i]f in a battle to take a hill, the adversary flees instead of fighting to a bloody defeat, the taking of the hill makes the battle a victory.” *Id.*

Here, Plaintiffs’ efforts were ultimately successful as to their UberPool and data sharing proposals. Plaintiffs only seek fees connected to those proposals. After reviewing Plaintiffs’ records, the billed amounts appear reasonable. Less Plaintiffs’ voluntary 5% reduction, Plaintiffs are entitled to **\$55,862.37** for this category of work.<sup>4</sup>

#### **4. Other Direct Monitoring Work**

This category of work includes (1) responding to inquiries from the United States Department of Justice regarding the Settlement; (2) investigating Uber’s filings with the California Public Utilities Commission, arbitrations of service animal issues, and other similar developments; (3) corresponding with Uber to verify compliance with Settlement requirements; and (4) conferring with a consultant regarding evaluating the efficacy of the Settlement at reducing discrimination against class members.

Here, Uber simply argues that this work is not compensable because these tasks were “[too] attenuated” from the Settlement. Dkt. No. 185 at 21. The Court is not convinced. Corresponding with and investigating actions taken by regulatory bodies responsible for discrimination complaints is well within the scope of monitoring

---

<sup>4</sup> As mentioned in footnote 3, *supra*, some entries block billed NFIB-testing-program-related work and UberPool work. Because the Court already eliminated those fees—\$801 in total—it does not do so again here.

1 compliance with a discrimination-related settlement. Likewise, Uber is entitled to  
2 reasonable consultant fees to evaluate whether the Settlement is working as intended.

3 Accordingly, Plaintiffs are entitled to attorneys' fees for their direct monitoring  
4 work less their voluntary 5% reduction in fees. This amounts to **\$13,130.90**.

### 5 **5. Fees Relating to Plaintiffs' Unfiled Attorneys' Fee Motion**

6 The final category of fees relates to work expended by Plaintiffs' counsel on an  
7 unfiled fees motion. In March 2018, the parties began negotiating Plaintiffs' counsel's  
8 attorneys' fees for work conducted in 2017. *See* Gavlan Decl. ¶¶ 64–70; Dkt. No. 187-1  
9 ("Spurchase Decl.") ¶¶ 4–5. Under the Settlement, the parties are required to negotiate  
10 such fees within 60 days before seeking Court intervention. *See* Settlement § 11.C.2. The  
11 parties initially failed to come to an agreement within the 60-day limit, but ultimately  
12 settled the dispute by July 2, 2018. *See* Gavlan Decl. ¶¶ 67–69; Spurchase Decl. ¶¶ 4–5.  
13 The fees motion was thus never filed.

14 Given the Settlement's requirement that the parties negotiate their fees dispute, it  
15 was unreasonable for Plaintiffs to bill for hours preparing a fee motion prior to April 30,  
16 2018—the end of the 60-day negotiation period. Once it became clear that no settlement  
17 was forthcoming, however, Plaintiffs were entitled to begin preparing their fees motion  
18 and are entitled to fees for time spent accordingly. Thus, the Court disallows all fees billed  
19 prior to April 30, 2018, less Plaintiffs' voluntary 5% reduction. Accordingly, Plaintiffs are  
20 entitled to **\$4,393.75** in fees and costs for their unfiled fees motion. *See* Gavlan Decl., Ex.  
21 F, pt. 2 at 7–12.

### 22 **6. Specific Challenges to Hours**

23 Uber challenges 13.2 hours as unduly vague and an additional 137.7 hours for  
24 impermissible block billing.<sup>5</sup> The Court first addresses Uber's vagueness challenges  
25 before turning to the alleged block-billed hours.

26  
27 <sup>5</sup> In accompanying exhibits, Uber appears to argue that certain of Plaintiffs' counsel's  
28 billed hours were duplicative or clerical work in disguise. *See* Spurchase Decl. ¶ 8 & Ex.  
3. Uber's opposition, however, does not challenge those hours. And, in any case, review  
of those entries does not suggest that they are duplicative or clerical.

When submitting entries for attorneys' fee awards, attorneys are "not required to record in great detail how each minute of [their] time was expended." *Hensley v. Eckerhart*, 461 U.S. 424, 437 n.12 (1983). Attorneys need only "keep records in sufficient detail that a neutral judge can make a fair evaluation of the time expended, the nature and need for the service, and the reasonable fees to be allowed." *Id.* at 441 (Burger, C.J., concurring); *United Steelworkers of Am. v. Ret. Income Plan For Hourly-Rated Employees of ASARCO, Inc.*, 512 F.3d 555, 565 (9th Cir. 2008).

The Court reviewed the entries Uber identified as vague. *See* Dkt. No. 187-6. It agrees as to the following entries:

Entry Description	Date of Entry	Claimed Time	Claimed Amount
Team phone call	1/8/2018	1.60	\$752
Correspondence regarding proposed changes to settlement	1/17/2018	0.10	\$47
Phone call with D. Kouniaris	1/19/2018	0.30	\$141
Correspondence re meeting and conferring	1/25/2018	0.10	\$47
Prepare Declaration and Exhibit	2/25/2018	0.90	\$315
Team pre-meet and confer phone call	4/23/2018	1.00	\$470
Drafting declaration and gathering exhibits	6/5/2018	1.60	\$752
Discuss next steps with team	10/11/2018	0.30	\$105
Preparing for team call	10/18/2018	0.30	\$141
Make stipulation accessible at the request of M. Riess	12/18/2018	0.20	\$55
<b>Total</b>			<b>\$2,825</b>



“Block billing” is “the time-keeping method by which each lawyer and legal assistant enters the total daily time spent working on a case, rather than itemizing the time expended on specific tasks.” *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 945 (9th Cir. 2007). Block billing is not per se unreasonable and “has been accepted in this district.” *PQ Labs, Inc. v. Qi*, No. 12-cv-00450 CW, 2015 WL 224970, at \*3 (N.D. Cal. Jan. 16, 2015) (citing *Stonebrae, L.P. v. Toll Bros., Inc.*, No. 08-cv-00221 EMC, 2011 WL 1334444, at \*8 (N.D.Cal. Apr. 7, 2011) (“Block-billing is a typical practice in this district, and blocked-bills have been found to provide a sufficient basis for calculating a fee award.”)). However, the block-billing party seeking fees must still meet the basic requirements of “listing his hours and identifying the general subject matter of his time expenditures.” *Garcia v. Resurgent Capital Servs., L.P.*, No. 11-cv-01253 EMC, 2012 WL 3778852, at \*8 (N.D. Cal. Aug. 30, 2012) (internal quotation marks and citation omitted). Otherwise, the trial court may reduce or outright deny the award. *Fischer v. SJN-P.D. Inc.*, 214 F.3d 1115, 1121 (9th Cir. 2000).

Here, the Court finds that the alleged block-billed entries “contain enough specificity as to individual tasks to ascertain whether the amount of time spent performing them was reasonable.” *Garcia*, 2012 WL 3778852, at \*8. Because the block-billed entries are adequately detailed to permit the Court to assess the reasonableness of hours expended, the Court finds that plaintiffs’ counsel have sufficiently documented their hours; no reduction is necessary on this basis.

### C. Motion to Seal

Plaintiffs move to seal two exhibits containing a chart and graph detailing the number of service-animal-related complaints received by Uber on a month-to-month basis. *See* Dkt. No. 189-5. Plaintiffs also seek to redact two portions of their reply referencing that information. *See* Dkt. No. 189-4 at 13. Notably, the information sought to be sealed are merely information derived from Uber’s data reports, not the reports themselves.

Local Rule 79-5(e)(1) requires the party designating a document as confidential to “file a declaration as required by [Local Rule] 79-5(d)(1)(A) establishing that all of the

1 designated material is sealable” within four days of the filing of the motion to seal. Local  
2 Rule 79-5(d)(1)(A) further explains that merely “[r]eferenc[ing] a stipulation or protective  
3 order that allows a party to designate certain documents as confidential is not sufficient to  
4 establish that a document, or portions thereof, are sealable.” *See also Kamakana v. City &*  
5 *Cty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006) (listing grounds establishing  
6 “compelling reasons” to seal court files).

7 Plaintiffs filed their motion to seal and served their motion on Uber on August 30,  
8 2019. *See* Dkt. Nos. 189, 191. Because more than four days have passed since Plaintiffs  
9 filed their motion and Uber has not filed a declaration explaining why the derived  
10 information contained in the exhibits or the reply is confidential, the Court DENIES the  
11 administrative motion to seal without prejudice. Plaintiffs must file the documents in the  
12 public record by **October 11, 2019**. *See* N.D. Cal. Local Rule 79-5(e)(2).

#### 13 **IV. Conclusion**

14 The Court GRANTS Plaintiffs’ motion for attorneys’ fees and costs. Plaintiffs are  
15 entitled to \$230,592.37 in attorneys’ fees and \$685.36 in costs for a total award of  
16 **\$231,277.73**. Uber must pay the award within 14 days of this order.

17 The Court DENIES Plaintiffs’ administrative motion to seal. Plaintiffs must file the  
18 documents in the public record by **October 11, 2019**.

19 **IT IS SO ORDERED.**

20  
21 Dated: September 27, 2019

  
NATHANAEL M. COUSINS  
United States Magistrate Judge

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

G. F., et al.,

Plaintiffs,

v.

CONTRA COSTA COUNTY, et al.,

Defendants.

Case No. [13-cv-03667-MEJ](#)

**ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT  
AGREEMENTS AND GRANTING  
MOTION FOR REASONABLE  
ATTORNEYS' FEES AND COSTS**

Re: Dkt. Nos. 292, 303

**INTRODUCTION**

The Court preliminarily approved the parties' settlement of this class case on July 30, 2015. Prelim. Approval Order, Dkt. No. 288. Now pending before the Court is Plaintiffs' unopposed Motion for Final Approval of the Settlement Agreements (Dkt. No. 303) and Motion for Reasonable Attorneys' Fees and Costs (Dkt. No. 292). The Court held a final fairness hearing on these matters on November 12, 2015. Dkt. No. 306. Having carefully considered the Motions, the relevant legal authority, and the proposed Settlement Agreements and all supporting documents, the Court **GRANTS FINAL APPROVAL** of the Settlement Agreements and **GRANTS** Plaintiffs' Counsel's Motion for Attorneys' Fees and Costs as set forth below.

**BACKGROUND<sup>1</sup>**

**A. Case Background**

On August 8, 2013, Plaintiffs G.F. (by and through her guardian ad litem, Gail F.), W.B., and Q.G. filed this action on behalf of themselves and all others similarly situated, alleging discrimination against a proposed class of youth with disabilities who are detained, or will be

<sup>1</sup> A more thorough description of the background of this case, the settlement negotiations, and the terms of the settlement agreement can be found in the Preliminary Approval Order. *See* Prelim. Approval Order at 1-15.

1 detained, at the Juvenile Hall located in Martinez, California (“Juvenile Hall”). *See* Compl. at 1-6,  
 2 Dkt. No. 1; *see also* First Am. Compl. (“FAC”) at 1-5, Dkt. No. 87. In doing so, Plaintiffs sued  
 3 Defendant Contra Costa County (the “County”), which operates Juvenile Hall through its  
 4 Probation Department, and is responsible for the care of youth detained there. FAC ¶¶ 34-35, 61.  
 5 Plaintiffs also sued Defendant Contra Costa Office of Education (“CCCOE”), in conjunction with  
 6 the County Probation Department, which operates Mt. McKinley, the public onsite school that  
 7 provides educational services for youth held at Juvenile Hall. *Id.* ¶¶ 47, 122.

8 In bringing this action, Plaintiffs assert CCCOE and the County (collectively,  
 9 “Defendants”) have adopted and implemented policies and practices with regard to solitary  
 10 confinement that have a disparate impact on youth with disabilities. *Id.* ¶ 297. Specifically,  
 11 Plaintiffs alleged that Defendants’ solitary confinement policies and practices deny youth  
 12 educational and rehabilitative services, which disproportionately burdens youth with disabilities  
 13 who require additional assistance to access the general education curriculum and rehabilitative  
 14 programs. *Id.* ¶¶ 2, 9. Plaintiffs also contend that while Individualized Education Plans (“IEPs”)  
 15 are legally required for youth with disabilities, Defendants have an established policy of simply  
 16 disregarding those requirements, noting the IEPs in Juvenile Hall are strikingly similar regardless  
 17 of the students’ varying disabilities, needs, and previous IEPs. *Id.* ¶¶ 134, 150. Plaintiffs allege  
 18 Juvenile Hall’s IEPs do not consider disability-related behavior that may impact education, and  
 19 Defendants do not rely on positive behavioral interventions and supports to counter behavior that  
 20 impedes learning. *Id.* ¶¶ 166, 169.

21 Plaintiffs filed their Motion for Class Certification contemporaneously with their original  
 22 Complaint, and subsequently re-filed their motion for class certification following the filing of  
 23 their FAC on December 24, 2013. *See* Dkt. Nos. 8-9 (Mot. and Br. in Supp. of. Class  
 24 Certification), 92-93 (Am. Mot. and Br. in Supp. of. Class Certification). Plaintiffs’ FAC asserts  
 25 six causes of action against Defendants: (1) violation of the Individuals with Disabilities  
 26 Education Improvement Act (“IDEA”), 20 U.S.C. § 1400 et seq.; (2) violation of the Americans  
 27 with Disabilities Act (“ADA”), 42 U.S.C. § 12101 et seq.; (3) violation of Section 504 of the  
 28 Rehabilitation Act, 29 U.S.C. § 794, et seq.; (4) violation of California Government Code section

11135; (5) violation of California Education Code for Special Education Requirements, sections 56000, et seq.; and (6) violation of California Education Code for General Education Requirements. FAC ¶¶ 247-342.

On January 24, 2014, Defendants filed Motions to Dismiss the FAC, Dkt. Nos. 113, 118, and on February 7, 2014, they filed their Oppositions to Plaintiffs' Motion for Class Certification, Dkt. Nos. 133, 136. All motions have been fully briefed, but upon notification about the parties' ongoing efforts to reach a settlement, the Court deferred ruling on these motions.

After extensive negotiations and the assistance of three experienced mediators, including Magistrate Judge Joseph C. Spero, the parties reached an agreement to settle this case. Plaintiffs' final agreement with CCCOE ("CCCOE Agreement") was fully executed on May 18, 2015, and their final agreement with the County ("County Agreement") was fully executed on May 19, 2015 (collectively, "Settlement Agreements"). Mary-Lee Smith Decl. in Supp. of Prelim. Approval ¶ 24, Dkt. No. 279-1; *see also* Dkt. No. 279-2 ("CCCOE Agmt."); Dkt. No. 279-3 ("Cty. Agmt."). Plaintiffs filed an unopposed Motion for Preliminary Approval of their Settlement Agreements on June 30, 2015. Dkt. No. 279.

## **B. Settlement Terms**

### **1. The County Agreement**

Under the County Agreement, Probation Staff will no longer use room confinement for discipline, punishment, administrative convenience, retaliation, staffing shortages or reasons other than a temporary response to behavior that threatens immediate harm to the youth or others. Cty. Agmt. at 5, § IV(D)(2). Additionally, Probation Staff is prohibited from placing youth in continuous room confinement for longer than four hours. *Id.*, § IV(D)(3). After four continuous hours, Staff must return the youth to the general population, develop "specialized individualized programming" for the youth, or consult with a qualified mental health professional about whether a youth's behavior requires that he or she be transported to a mental health facility. *Id.*

Further, Probation Staff must develop special individualized programming for youth with persistent behavior problems that threaten the safety of youth or staff or the security of the facility and may not use room confinement as a substitute for special individualized programming. *Id.* at

5, § IV(D)(4). Special individualized programming includes the development of any individualized plan designed to improve the youth's behavior, which is created in consultation with the youth, Contra Costa County Mental Health ("County Mental Health") staff, and the youth's family members, when available. *Id.* at 5-6, § IV(D)(4)(a).

The County Agreement calls for increased coordination between Probation, CCCOE, and County Mental Health through the use of multi-disciplinary team meetings, to be held at least once per month with additional meetings held as needed. *Id.* at 4, § IV(B). Among other things, the meetings will address coordination of responses and interventions as well as coordination of special education and counseling services to all eligible youth. *Id.*, §§ IV(B)(1)-(3).

The County will also retain Professor Barry Krisberg as an expert in this matter, and Professor Krisberg will work with Professor Edward Latessa to conduct a review of the County's policies and practices at Juvenile Hall. *Id.*, § IV(A)(1)-(2). Specifically, Professors Krisberg and Latessa will review policies and practices relating to: (a) room confinement; (b) use of behavior incentives; (c) coordination between CCCOE and the Probation Department, including but not limited to, the County's coordination with CCCOE on CCCOE's implementation of IEPs, Section 504 Plans<sup>2</sup>, and behavior intervention plans; (d) identification, assessment and tracking of youth with disabilities who are detained at Juvenile Hall and referral systems to identify these youth for CCCOE and County Mental Health; and (e) the implementation of Juvenile Detention Alternatives Initiative standard V.D.4., which specifies that disability must be considered in determining an appropriate response when assigning consequences. *Id.*, §§ IV(A)(1)(a)-(e). Following review by the experts of the above policies and practices, the joint recommendations of Professors Krisberg and Latessa will be submitted to the County and Plaintiffs' counsel, and the County will implement those joint recommendations. *Id.*, § IV(A)(2). The County Agreement also sets forth a dispute resolution process if the experts do not agree on recommendations. *Id.* at 3-4, §§ IV(A)(2)(a)-(e). If the parties are unable to reach a resolution, they may submit the matter for further mediation or to the Court and ultimately the Ninth Circuit if necessary. *Id.*, § IV(A)(2)(a)-

---

<sup>2</sup> Section 504 Plans refer to plans established in accordance with the Rehabilitation Act.

(d). Attorneys' fees and costs are permitted to the prevailing party under the Agreement. *Id.*, § (IV)(A)(2)(e).

The County Agreement consists of two primary phases: the Implementation Period and the Monitoring Period. The Implementation Period lasts 18 months, allowing for the experts to conduct their review, issue their expert report detailing their findings and recommendations, and for the County to train staff and revise policies to implement those recommendations. *Id.* at 6, § IV(E). Following that Period, there will be a Monitoring Period that lasts for 24 months, during which the experts will provide the parties with monitoring reports every six months. *Id.* The parties will rely on benchmarks to show the County's compliance with the County Agreement during the initial phase of the Monitoring Period, concluding with the provision that all units will be in substantial compliance with the provisions of the County Agreement. *Id.*, § IV(E).

The County Agreement provides for the payment of \$1,340,000 as full and final settlement of all attorneys' fees and costs related to this case and the named Plaintiffs' individual due process claims, as set forth in *Contra Costa County v. Barbara C.*, Civil Case No. C-14-00268 MEJ, *Contra Costa County v. CiCi C.*, Civil Case No. C-14-00269 MEJ, and *Contra Costa County v. Gail F.*, Civil Case No. C-14-00270 MEJ. *Id.* at 11-12, § IX.

## 2. The CCCOE Agreement

The CCCOE Agreement provides for CCCOE to retain an expert with expertise in: (1) the IDEA; (2) the Rehabilitation Act and the ADA; (3) California state law requirements pertaining to special education; and (4) the operation of juvenile court schools. CCCOE Agmt. at 2, § 4.1.1. This expert will conduct a review of CCCOE's policies, procedures and practices in the following areas: (a) Child Find obligations<sup>3</sup> in accordance with the IDEA, related California law, and the Rehabilitation Act for youth with suspected disabilities who are detained at Juvenile Hall; (b) development and implementation of IEPs and Section 504 Plans in accordance with the IDEA,

---

<sup>3</sup> According to Plaintiffs' FAC, "a local education agency ('LEA') has what are called 'Child Find' obligations, which means it must have procedures to identify, locate and evaluate '[a]ll children with disabilities . . . who are in need of special education and related services[.]'" 20 U.S.C. § 1412(a)(1)(A); Cal. Educ. Code § 56301(a); *see also* 45 C.F.R. § 84.32(a). When a LEA identifies a student suspected of having a disability, an initial assessment must be conducted by qualified persons in all areas of suspected disability. Cal. Educ. Code § 56320." FAC ¶ 128.



1 related California law, and the Rehabilitation Act for all eligible disabled youth detained in  
2 Juvenile Hall; (c) discipline in accordance with applicable law for all eligible disabled youth  
3 detained in Juvenile Hall; and (d) CCCOE's obligation to coordinate with Probation regarding all  
4 matters in which CCCOE and Probation have joint or overlapping responsibilities, in accordance  
5 with relevant California law. *Id.* at 3-4, § 4.1.7.

6 To conduct this review, the CCCOE Agreement gives the expert full and reasonable access  
7 to any and all information he or she deems necessary, including: (1) full access to the areas in  
8 which CCCOE operates; (2) the ability to talk with, consult with, and interview staff from  
9 CCCOE; (3) the ability to observe youth in the classroom setting, attend IEP meetings with the  
10 consent of the educational rights holder, observe youth during other special education related  
11 services (except for individual counseling services), and review recordings of IEP team meetings;  
12 (4) access to CCCOE records, with the exception of private personnel files; and (5) the ability to  
13 conduct written surveys of youth detained in Juvenile Hall and to speak with small groups of  
14 students as needed. *Id.* at 4-5, § 4.1.8.

15 Based on this review, the expert will develop a report ("Expert Report") that will include  
16 all proposed revisions to policies, procedures, and practices he or she recommends. *Id.* at 5, §  
17 4.1.10. This report will be completed within six months of the commencement of the expert's  
18 review. *Id.* Following the issuance of the Expert Report, both Plaintiffs and CCCOE will have an  
19 opportunity to challenge any recommendation contained in the report on the basis that it is not  
20 required by and/or does not comply with federal and/or state law. *Id.*, § 4.1.11. Once all  
21 challenges have been resolved, CCCOE will adopt and implement the report. *Id.*, § 4.1.12.  
22 CCCOE shall use best efforts when implementing the Expert Report to coordinate and cooperate  
23 with other authorities operating in and providing services at Juvenile Hall, including, but not  
24 limited to, the County's Probation Department. *Id.* at 6, § 4.3.1.

25 Following selection of the Expert and drafting and approval of the Expert Report, there  
26 will be a 24-month monitoring term. *Id.* at 5, § 4.1.12. During this time, the Expert will provide  
27 the parties with monitoring reports on a quarterly basis for the first 12 months and on a semi-  
28 annual basis thereafter with a final report at the end of the monitoring term. *Id.* at 6, § 5.2.

1 In addition, CCCOE will designate at least one employee at Juvenile Hall as an “ADA  
2 Coordinator” who will be responsible for ensuring compliance with the ADA generally and for  
3 investigating and responding to any ADA complaints. *Id.* at 6, § 4.2.1.

4 To the extent disputes arise regarding the Expert Report and/or compliance with the  
5 CCCOE Agreement during its term, the CCCOE Agreement provides for a dispute resolution  
6 process, which may be heard by this Court or appealed further. *Id.* at 7, § 6.2.

7 Finally, the CCCOE Agreement provides for a total payment of \$1,165,000 for reasonable  
8 attorneys’ fees and costs incurred during the course of the lawsuit, to be paid in installments, with  
9 \$70,000 of this amount put aside to compensate for fees, expenses and costs incurred in  
10 monitoring CCCOE’s implementation of the Settlement Agreement. *Id.* at 11, §§ 12.2-7.

### 11 3. Similar Provisions in Both Agreements

12 Under the CCCOE Agreement, the “Released Injunctive Claims” are “any and all claims,  
13 rights, demands, charges, complaints, actions, suits and causes of action, whether known or  
14 unknown, suspected or unsuspected, accrued or unaccrued, for injunctive or declaratory relief, that  
15 have been brought in the Lawsuit or which could have been brought as educationally-based claims  
16 under the ADA, Rehabilitation Act, and/or IDEA, arising from August 8, 2013 through the Term  
17 of the Agreement.” *Id.* at 10, § 11.2. The Term of the Agreement is defined as “from the  
18 Effective Date [i.e., the date of Final Approval] until the completion of the Expert Monitoring  
19 Term and issuance of the final Monitoring Report[.]” *Id.* at 8, § 7.1. The County Agreement is  
20 similar: the “Released Injunctive Claims” are “any and all claims[,] rights, demands, charges,  
21 complaints, actions, suits and causes of action, whether known or unknown, suspected or  
22 unsuspected, accrued or unaccrued, for injunctive or declaratory relief, that have been brought in  
23 this lawsuit under the IDEA, Section 504, the ADA, California Government Code § 11135 and/or  
24 the California Education Code[,] arising from August 8, 2013 through the Term of the  
25 Agreement[.]” Cty. Agmt. at 10, § VI. The Term of the Agreement is defined as “from the  
26 Effective Date [i.e., the date of Final Approval] until the completion of the Monitoring Period,  
27 which shall be the date of the issuance of the final Monitoring Report.” *Id.* at 12, § X(A). At the  
28 hearing, Plaintiffs’ counsel confirmed the “Terms” of these Agreements would last approximately

three years to three and a half years, give or take the time built into the CCCOE Agreement to select experts for CCCOE's monitoring.

The settlements do not: (1) provide for any monetary relief to be paid to class members; (2) release any individual claims for damages, or otherwise affect the rights of class members to pursue individual claims for compensatory education or other individual relief under the IDEA and/or Section 504 of the Rehabilitation Act; and (3) do not affect any claims for reasonable accommodations related to physical access, communication access, and/or accommodations otherwise relating to hearing, vision and/or mobility disabilities arising under the ADA or the Rehabilitation Act. CCCOE Agmt. at 10-11, § 11; Cty. Agmt. at 10, § VI.<sup>4</sup>

The Agreements provide for the Court to retain jurisdiction for purposes of approval and enforcement of any award of attorneys' fees and costs, as well for purposes of dispute resolution. Cty. Amgt. at 11, § VIII; CCCOE Agmt. at 10, § 10.1; *see also* Stipulation, Dkt. No. 284.

### C. Preliminary Approval

On Preliminary Approval, the Court conditionally certified the stipulated and proposed class for purposes of settlement pursuant to Federal Rules of Civil Procedure 23(a) and (b)(2), defined as:

[A]ll youth with disabilities as defined under the ADA and the Rehabilitation Act who are currently detained at or who will be detained at the Contra Costa County Juvenile Hall.

Prelim. Approval Order at 26; *see also* Cty. Agmt. at 2, § V(B).; CCCOE Agmt. at 2, § 3.2.1. The Court also appointed Disability Rights Advocates ("DRA") and Public Counsel as class counsel to effectuate the settlement, and Plaintiffs G.F., by and through her guardian ad litem, Gail F.; W.B.; and Q.G as class representatives for settlement purposes only. Prelim. Approval Order at 26.

---

<sup>4</sup> Under the County Agreement, however, the three named Plaintiffs have released their individual claims for compensatory education against the County as a resolution of their related individual appeals cases, *Contra Costa County v. Barbara C.*, Civil Case No. C-14-00268 MEJ, *Contra Costa County v. CiCi C.*, Civil Case No. C-14-00269 MEJ, and *Contra Costa County v. Gail F.*, Civil Case No. C-14-00270 MEJ. Cty. Agmt. at 10-11, §§ VI-VII. Specifically, the County will pay the named Plaintiffs a total of \$1,140, representing the amount awarded to them for compensatory education by an administrative judge from the Office of Administrative Hearings ("OAH") in their separate individual due process administrative proceedings. *See* Prelim. Approval Mot. at 4-5 & 10 n.6. The County will provide these funds in exchange for Plaintiffs dismissing their cross appeals of the OAH's decisions. *Id.* at 10 n.6.

The Court also largely approved the form and content of the proposed Notice of Proposed Settlement of Class Action Lawsuit (“Notice”), Dkt. No. 284-1, as well as the Notice Plan as set forth in the parties’ Agreements (CCCOE Agmt. at 8, § 8.4; Cty. Agmt. at 9, § V(F)). *Id.* at 26-27.

#### **D. Post-Preliminary Approval**

Following preliminary approval of the Settlement Agreements, the parties set off to accomplish the Notice Plan, *see* Decl. of Kimberly Smith Confirming Distribution of Notice to Pl. Settlement Class Members (“CCCOE Decl.”) ¶ 5(a)-(b), Dkt. No. 300; Decl. of D. Cameron Baker Regarding Distribution of Notice of Settlement (“Cty. Decl.”) ¶ 4(b), Dkt. No. 301; Mary-Lee Smith Decl. In Supp. of Pls.’ Unopposed Mot. for Final Approval of the Settlement Agmts. (“Smith Final Approval Decl.”) ¶ 11, Dkt. No. 304.

Plaintiffs filed their Motion for Reasonable Attorneys’ Fees and Costs (“Attys’ Fees Mot.”), Dkt. No. 292, on September 29, 2015, and subsequently, on October 29, 2015, filed their unopposed Motion for Final Approval of the Settlement Agreements (“Final Approval Mot.”), Dkt. No. 303. The Court held the fairness hearing on these matters on November 12, 2015. Dkt. No. 306.

### **DISCUSSION – FINAL APPROVAL**

#### **A. Legal Standard**

The Ninth Circuit maintains a “strong judicial policy” that favors the settlement of class actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). Nonetheless, “[t]he claims, issues, or defenses of a certified class may be settled . . . only with the court’s approval.” Fed. R. Civ. P. 23(e). “The purpose of Rule 23(e) is to protect the unnamed members of the class from unjust or unfair settlements affecting their rights.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008) (citation omitted).

“Adequate notice is critical to court approval of a class settlement under Rule 23(e).” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1025 (9th Cir. 1998). Additionally, Rule 23(e) requires the Court to determine whether the proposed settlement “is fundamentally fair, adequate, and reasonable.” *Id.* at 1026; Fed. R. Civ. P. 23(e)(2) (“If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.”).

To assess whether a settlement proposal is fair, adequate, and reasonable, the Court must generally balance a number of factors, including:

(1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the state of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

*In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (citations omitted).

Where a settlement agreement is negotiated prior to formal class certification, it is subject to a higher level of scrutiny, and a court's approval order must ensure that the settlement is not the product of collusion among the negotiating parties. *Id.* at 946-47.

#### **B. Adequacy of Notice**

Rule 23(e) requires that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). The notice must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (citations omitted); *see also Officers for Justice v. Civil Serv. Comm'n of City & Cty. of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982) ("The class must be notified of a proposed settlement in a manner that does not systematically leave any group without notice." (citation omitted)). "Rule 23(e) requires notice that describes 'the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015) (quotation omitted). The court's role in reviewing a proposed settlement is to represent those class members who were not parties to the settlement negotiations and agreement. *See, e.g., S.F. NAACP v. S.F. Unified Sch. Dist.*, 59 F. Supp. 2d 1021, 1027 (N.D. Cal. 1999).

##### **1. How Notice Was Effected**

The Court previously approved (1) the form and content of the proposed Notice, Dkt. No. 284-1; (2) the Notice Plan as set forth in the parties' Agreements in Dkt. Nos. 279-2 (CCCOE Agmt. at 8, § 8.4) and 279-3 (Cty. Agmt. at 9, § V(F)); and (3) the parties' Stipulation at Dkt. No.

284. Prelim. Approval Order at 26-27. The Court also ordered the distribution of the Notice to the class be completed by August 21, 2015. *Id.* at 27. The parties have largely fulfilled the Notice Plan, as discussed below.

*i. County's Notice*

First, the County posted the approved Notice in visitor areas, in a prominent place in each unit, and in the entrance lobby of Juvenile Hall, commencing on or about August 6, 2015. Cty. Decl. ¶ 4(b). Second, the County e-mailed the approved Notice to the Contra Costa County Juvenile Court Judges, the Contra Costa County Public Defender's Office, and the Contra Costa County District Attorney's Office. *Id.* ¶ 4(a). Finally, Plaintiffs and the County Department of Probation posted the Notice and proposed Agreement in prominent places on their respective websites on or before August 20, 2015. *Id.* ¶ 4(c); Smith Final Approval Decl. ¶ 11.

*ii. CCCOE Notice*

First, CCCOE distributed the approved Notice to education rights holders of all youth currently enrolled at Mt. McKinley with an IEP and/or a Section 504 plan, by personal delivery or by First Class U.S. mail to the last known address. CCCOE Decl. ¶ 5(a)-(b). CCCOE sent out a total of 65 notices and only two were returned as undeliverable. Supplemental Declaration of Kimberly A. Smith Regarding Distribution of Notice to Plaintiff Settlement Class Members ("CCCOE Suppl. Decl.") ¶ 4, Dkt. No. 302. At the Hearing, CCCOE's counsel represented to the Court that it had successfully re-sent one of those previously returned notices, meaning only one notice was ultimately undeliverable. *See also id.* In addition, CCCOE posted the approved Notice in each classroom of Juvenile Hall, *id.* ¶ 5(c), and Plaintiffs' Counsel and CCCOE posted the Notice and proposed Agreement in a prominent place on their respective websites, on or before August 20, 2015. *Id.* ¶ 6; Smith Final Approval Decl. ¶ 12.

*iii. CAFA Compliance*

Defendants provided Notice of the proposed Agreements to the U.S. Department of Justice, the U.S. Department of Education, the Office of Juvenile Justice and Delinquency, the Attorney General for the State of California, the California Department of Education, and the California Board of State and Community Corrections, as required by the Class Action Fairness



Act (“CAFA”), 28 U.S.C. § 1715(b), by registered mail sent on July 10, 2015. Cty. Decl. ¶ 4(d) and Ex. B. None of these class notices were returned as undeliverable. *Id.* ¶ 4(d).

iv. *Website Link Issues*

There were a couple problems that arose in posting the Notice and Proposed Settlement Agreements online. Specifically, around August 4, 2015, the County Department of Probation posted the Notice on its website but did not directly provide the Agreement; instead, the County directed viewers to follow a link to the DRA website to find the proposed Agreement. *Id.* ¶ 4(c). The County discovered this deficiency on October 2, 2015, and promptly posted the Agreement directly to its website. *Id.* CCCOE likewise had a problem posting this information. Around August 20, 2015, CCCOE posted an announcement of the proposed settlement with a link that opened the Proposed Settlement Agreement, but it was later discovered on September 30, 2015 that the link did not include the Notice. CCCOE Decl. ¶ 6. CCCOE corrected the website on October 1, 2015. *Id.*

2. Whether Notice Was Adequate

Given the foregoing, the Court finds that notice was directed in a reasonable manner to class members who will be bound by the parties’ proposed Agreements. *See* Fed. R. Civ. P. 23(e)(1). First, the Court previously approved the language of the Notice itself and remains satisfied that the notice describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard. *In re Online*, 779 F.3d at 946. Second, the Court finds Defendants’ manner of effecting notice “apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections.” *Mullane*, 339 U.S. at 314. While there were some minor issues with the posting of the Agreements on the Defendants’ websites, the Court finds these minor mistakes do not detract from the overall reasonableness of the notice effected in this case. The Court is satisfied that the notice mailed and personally delivered to the education-rights holders, as well as the various postings of the notice in the classrooms and lobby areas ensures class members received reasonable notice of the Settlement Agreements.

//



**C. Fairness, Adequacy, and Reasonableness**

The Court now examines the Settlement Agreements to ensure they are “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In doing so, the Court considers the settlement factors listed above. As noted, when settlement occurs before formal class certification, settlement approval requires a higher standard of fairness in order to ensure that class representatives and their counsel do not secure a disproportionate benefit at the expense of the class. *See Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012).

**1. Strength of Plaintiffs’ Case**

Approval of a class settlement is appropriate when plaintiffs must overcome significant barriers to make their case. *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 851 (N.D. Cal. 2010). Here, Plaintiffs recognize the multitude of barriers they face to prevail with their claims, including “acknowledg[ing] the novel nature of their class claims” and the obstacles in establishing their claims in light of the uncertainties surrounding class certification and Defendants’ Motions to Dismiss. *See* Final Approval Mot. at 9 (citing Smith Final Approval Decl. ¶ 8). Plaintiffs and the Court have previewed Defendants’ arguments in those Motions, and there are several contentious issues that threaten Plaintiffs’ ability to maintain this case and their class claims. While Plaintiffs maintain the Court would have certified the class and they would have prevailed at summary judgment or trial, the challenges Plaintiffs face in this case weigh in favor of approving the settlement.

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

Difficulties and risks of litigating weigh in favor of approving a class settlement. *See Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009). According to Plaintiffs, “both parties agree that, absent settlement, this case would involve prolonged and costly litigation, which might last years and involve extensive and complex law and motion practice.” Final Approval Mot. at 10 (citing Smith Final Approval Decl. ¶ 9). In addition to the complexities inherent with the claims here, the case is still at a relatively early stage in the proceedings, with potentially years more protracted litigation before trial. Additionally, as Plaintiffs discussed, the issues raised in this case are somewhat novel, which in the Court’s experience raises the likelihood

of significant motion practice and often appeals as well. *See Rodriguez*, 563 F.3d at 966 (“Inevitable appeals would likely prolong the litigation, and any recovery by class members, for years. This factor, too, favors the settlement.”). Plaintiffs maintain “[t]he proposed Agreements avoid the risk, delay, and cost of further litigation, and allow all parties to participate in fashioning almost immediate relief for young people with disabilities at Juvenile Hall.” Final Approval Mot. at 10. Given the foregoing, the Court finds this factor weighs in favor of approving the settlement.

3. Risk of Maintaining Class Action Status Throughout Trial

The potential difficulties associated with achieving and maintaining class certification in this case weigh in favor of approving the settlement. *See Chun-Hoon*, 716 F. Supp. 2d at 851. At the time the parties executed the Settlement Agreements, the Court had not certified the class, and it is unclear whether certification would have been granted. Defendants raised a number of forceful challenges to Plaintiffs’ operative Class Certification Motion, including moving to strike Plaintiffs’ expert. *See* Dkt. No. 143. Plaintiffs’ Counsel acknowledges that even if the Court originally certified the class, there was a risk that “after granting Plaintiffs’ motion [for class certification]” the Court could “later decertify the class.” Final Approval Mot. at 9-10 (citing *Smith* Final Approval Decl. ¶ 9). Given these circumstances, the Court finds this factor weighs in slight favor of approving the settlement.

4. Amount Offered in Settlement

The class-wide relief proposed in the Settlement Agreements is wholly injunctive; accordingly, this factor does not have weight in the Court’s analysis.

5. Extent of Discovery Completed and the State of the Proceedings

“In the context of class action settlements, ‘formal discovery is not a necessary ticket to the bargaining table’ where the parties have sufficient information to make an informed decision about settlement.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (quotation omitted). Accordingly, courts often “look to the amount of exchanged information prior to settlement to determine whether the parties have made an informed decision to settle the case.” *Willner v. Manpower Inc.*, 2015 WL 3863625, at \*4 (N.D. Cal. June 22, 2015) (citation omitted).

The extent of discovery completed and the stage of the proceedings weigh in favor of final

approval. The parties entered into the proposed Agreements nearly two years after Plaintiffs filed their Complaint. *See* Dkt. Nos. 1, 279-2, 279-3. Before filing, Plaintiffs' counsel conducted an extensive investigation of policies and practices affecting youth at Juvenile Hall, including reviewing thousands of pages of documents obtained through Public Records Act requests and education records requests as well as making numerous visits to Juvenile Hall to meet with detained youth. Smith Final Approval Decl. ¶ 6. Since the action commenced, the parties have engaged in significant discovery. Among other things, Defendants produced extensive education records concerning individual young people held at Juvenile Hall, and each of the named Plaintiffs have been deposed. *Id.* Additionally, the parties have briefed two separate sets of motions to dismiss and a motion for class certification, and Plaintiffs have pursued administrative proceedings against the County and CCCOE on behalf of each of the named Plaintiffs. *Id.* By the time the Settlement Agreements were reached, the litigation had proceeded to a point where both Plaintiffs and Defendants "ha[d] a clear view of the strengths and weaknesses of their cases." *Chun-Hoon*, 716 F. Supp. 2d at 852. Approval of the settlement is thus favored.

6. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Class Counsel, the DRA and Public Counsel, are well-qualified litigators with specialized expertise in the fields of disability and education rights. DRA has served as lead counsel in over one hundred disability rights class action cases across the United States and has specialized expertise in class action litigation to improve physical and programmatic access to governmental programs and activities. Smith Preliminary Approval Decl. ¶ 6, Dkt. No. 279-1; *see also Californians for Disability Rights, Inc. v. Cal. Dep't of Transp.*, 2010 WL 2228531, at \*3 n.3 (N.D. Cal. June 2, 2010) (acknowledging DRA's "extensive experience litigation ADA class action claims."). Likewise, Public Counsel's education rights team has extensive experience in impact litigation to improve access to education services, particularly special education services. Laura Faer Decl. in Supp. of Pls.' Mot. for Attorneys' Fees & Final Approval of Class Settlement Agmts. ("Faer Decl.") ¶¶ 5-9, Dkt. No. 294.

Class Counsel consider the proposed Agreements to be fair and reasonable compromises of the disputed issues. Smith Final Approval Decl. ¶ 10. They also indicate they are aware of no other class action challenging disciplinary and educational policies and practices in a juvenile hall on the basis of disability discrimination that has resulted in such comprehensive reforms, particularly, the adoption of national best practices found in the Juvenile Detention Alternatives Initiative standards. *Id.* ¶ 10. Accordingly, this factor weighs in favor of the settlements.

7. The Presence of a Governmental Participant

While the government participants in this case are the Defendants, their support of the settlements nevertheless weights slightly in favor of approval. Moreover, the United States Department of Justice submitted a Statement of Interest in this case in February 2014 (Dkt. No. 159), and it has not objected to the Settlements, despite receiving Notice of the Agreements. *See* Cty. Decl. ¶ 4(d) and Ex. B. These facts weigh slightly in favor of the settlements.

8. Reaction of the Class Members to the Proposed Settlement

“[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008) (quotation omitted). No class members submitted objections to either the County or CCCOE Agreement. Smith Final Approval Decl. ¶ 13. There were no other responses received by Plaintiffs’ counsel from class members. *Id.* Accordingly, this factor weighs in favor of the settlements.

9. Potential Collusion

In addition to the eight factors above, where a settlement is agreed upon prior to class certification, the Court must also consider whether the settlement is the product of collusion among the negotiating parties. *In re Bluetooth*, 654 F.3d at 947. In its Preliminary Approval Order, the Court found “[t]he settlements in this case appear to be the product of serious, informed, non-collusive negotiations.” Prelim. Approval Order at 22. In doing so, the Court primarily considered the procedure by which the parties arrived at their settlements. *See Chun-Hoon*, 716 F. Supp. 2d at 852. In charting out all the various negotiations that took place to settle this case, the Court found these negotiations were “extensive and serious . . . lasting virtually the

1 duration of the litigation,” but at the same time the “parties continued to vigorously litigate the  
2 action, which in turn permitted them to become more informed about the facts of this case.”  
3 Prelim. Approval Order at 22-23. Additionally, the Court noted “the Parties did not negotiate  
4 Plaintiffs’ attorney’s fees or costs until after agreement was reached on the key merits issues.” *Id.*  
5 at 23; *Hanlon*, 150 F.3d at 1027 (affirming trial court’s approval of class action settlement where  
6 parties reached agreement after several months of negotiation and the record contained no  
7 evidence of collusion).

8 In addition to the procedure by which the parties arrived at their settlements, the Court  
9 must also look for other signs that may demonstrate collusion, including (1) when counsel receive  
10 a disproportionate distribution of the settlement, or when the class receives no monetary  
11 distribution but class counsel are amply rewarded; (2) when the parties negotiate a “clear sailing”  
12 arrangement providing for the payment of attorneys’ fees separate and apart from class funds,  
13 which carries the potential of enabling a defendant to pay class counsel excessive fees and costs in  
14 exchange for counsel accepting an unfair settlement on behalf of the class; and (3) when the  
15 parties arrange for fees not awarded to revert to defendants rather than be added to the class fund.  
16 *In re Bluetooth*, 654 F.3d at 947.

17 The first potential sign of collusion is present here: class counsel seek approximately \$2.5  
18 million in fees (Attys’ Fees Mot. at 1), while the class receives no monetary compensation under  
19 the Settlement Agreements. The second potential sign of collusion is also present to an extent;  
20 while there are no class funds, the Settlement Agreements arrange for class counsel to be paid  
21 apart from some of the relief for to the class in the sense that Class Counsel will be paid before the  
22 Defendants implement much of the injunctive relief established in the Settlement Agreements after  
23 the expert reports. The third potential sign of collusion is not present: the Settlement Agreements  
24 do not provide for fees not awarded to revert to Defendants. Although two of the potential signs  
25 of collusion appear to be present here, their presence is not dispositive; rather, “[w]here a class  
26 action settlement results in injunctive relief, the court must ensure that the amount of the requested  
27 attorneys’ fees does not result in ‘less injunctive relief for the class than could otherwise have been  
28 obtained.’” *In re Bluetooth*, 654 F.3d at 947 (quotation omitted).

The Court is reassured the amount of requested attorneys' fees has not resulted in less injunctive relief for the class than could have otherwise been obtained. First, as noted previously, the fact that the parties only negotiated attorneys' fees after agreement was reached on the key merits issues is favorable in showing class counsel did not allow their attorneys' fees to interfere with the injunctive relief sought for the class. In support of this fact, Class counsel submitted the Declaration of Mary-Lee Smith, an attorney with the DRA, who states under the penalty of perjury that the parties "did not negotiate Plaintiffs' attorneys' fees or costs until after reaching agreement on the key merits issues." Smith Final Approval Decl. ¶ 7. Second, the parties worked with neutral mediators, including Judge Spero (*id.*), which is "a factor weighing in favor of a finding of non-collusiveness," though not dispositive on its own of whether the end product is a fair, adequate, and reasonable settlement agreement. *In re Bluetooth*, 654 F.3d at 948. Third, the Agreements provide that Class Counsel can seek additional attorneys' fees in monitoring Defendants' compliance with the Agreements, which indicates the fee amounts provided for in the Agreements are not necessarily class counsel's final settling point and provides incentive to ensure the injunctive relief is fully implemented. *See* Cty. Agmt. at 11, § IX; CCCOE Agmt. at 6, § 5.3 and 11, § 12.4. Fourth, considering the Settlement Agreements in their entirety, and comparing the relief originally sought in this case to the relief achieved through these Agreements, the Court finds the Agreements largely accomplish the injunctive relief sought in Plaintiffs' First Amended Complaint. *See* Final Approval Mot. at 7-8. Finally, the Court has considered Plaintiffs' Counsel's fee request and the reasonableness of those fees in the section below and finds them to be fair and reasonable under the circumstances.

In sum, while the attorneys' fees in this case are not insignificant, the Court has not uncovered grounds for finding the requested fees have resulted in less injunctive relief for the class or that there is evidence of collusion between the parties.

#### 10. Summary

Given the foregoing analysis, the Court finds that even under heightened scrutiny, the Settlement Agreements are "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

//

**D. Certification of the Settlement Class**

In considering Plaintiffs' Preliminary Approval Motion, the Court considered in detail whether all of the elements of Rule 23 are met such that certification of a settlement class was warranted. *See* Prelim. Approval Order at 16-22. "Because the Settlement Class has not changed, the Court sees no reason to revisit the analysis of Rule 23." *Sadowska v. Volkswagen Grp. of Am., Inc.*, 2013 WL 9600948, at \*10 (C.D. Cal. Sept. 25, 2013).

**E. Summary Regarding Final Approval**

Given the foregoing analysis, the Court finds that Final Approval of the Settlement Agreements is warranted under the circumstances. The Court now turns to the matter of Plaintiffs' attorneys fees' and costs.

**ATTORNEYS FEES' AND COSTS – DISCUSSION****A. Legal Standard**

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Thus, in awarding attorneys' fees under Federal Rule of Civil Procedure 23(h), "courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an amount." *In re Bluetooth*, 654 F.3d at 941 (citations omitted).

In this circuit, there are two primary methods used to calculate reasonable attorneys' fees: the lodestar method and the percentage-of-recovery method. *In re Online*, 779 F.3d at 949. The lodestar method is most appropriate where the relief sought is "primarily injunctive in nature," and a fee-shifting statute authorizes "the award of fees to ensure compensation for counsel undertaking socially beneficial litigation." *In re Bluetooth*, 654 F.3d at 941.<sup>5</sup> The lodestar represents a reasonable hourly fee multiplied by the number of hours reasonably expended on the litigation. *See Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983); *see also Hanlon*, 150 F.3d at 1029-30 (explaining that courts employ the lodestar method of calculating attorneys' fees in injunctive

---

<sup>5</sup> *See also Gonzalez v. City of Maywood*, 729 F.3d 1196, 1209-10 (9th Cir. 2013) ("It is not per se unreasonable for attorneys to receive a fee award that exceeds the amount recovered by their clients," which is "especially true in civil rights cases, where the dollar amount lawyers recover for their clients is not the sole measure of the results the prevailing parties' attorneys obtained.").



1 relief class actions, multiplying the hours worked by a reasonable hourly rate). The lodestar figure  
2 is a presumptively reasonable fee. *Clark v. City of L.A.*, 803 F.2d 987, 990-91 (9th Cir. 1986).

3 Because Plaintiffs pursued claims under statutes with fee-shifting provisions—42 U.S.C. §  
4 12205 and California Civil Code sections 52(a) and 54.3(a) (*see* Attys’ Fee Mot. at 1)—and  
5 because the relief sought is injunctive in nature, the Court applies the lodestar method to assess the  
6 reasonableness of Plaintiffs’ attorneys’ fees request. *See, e.g., Lara v. Renaissance Hotel*  
7 *Operating Co.*, 2011 WL 6002521, at \*4 (D. Haw. Nov. 29, 2011) (“Although Plaintiffs do not  
8 request a lodestar award of attorneys’ fees in this case, this Court uses the fees that it could have  
9 awarded Plaintiffs under the lodestar analysis as a gauge of the reasonableness of the attorneys’  
10 fees provided for in the Settlement Agreement.” (citations omitted)).

#### 11 **B. Lodestar Analysis**

12 As an initial matter, the Court notes that in the Preliminary Approval Order it required  
13 Plaintiffs’ Counsel to file their Motion for Attorneys’ Fees and Costs by September 29, 2015—  
14 two weeks in advance of the deadline for objections, and over one month in advance of the  
15 Fairness Hearing. Prelim. Approval Order at 27. Plaintiffs’ Counsel timely filed their Motion for  
16 Attorneys’ Fees, and the Court has received no objections to the Motion. Accordingly, the Court  
17 weighs for itself whether Plaintiffs’ Counsel’s request is reasonable under the lodestar method.

18 Four legal organizations represented Plaintiffs throughout this action: DRA, Public  
19 Counsel, Paul Hastings LLP (“Paul Hastings”) and Zelle Hofmann Voelbel & Mason LLP<sup>6</sup> (“Zelle  
20 Hofmann”). The following chart represents the breakdown of each of the four law firms’ lodestar  
21 in the Federal Class Action<sup>7</sup>:

22 <sup>6</sup> Paul Hastings withdrew as Plaintiffs’ counsel on March 13, 2014, and Zelle Hofmann joined  
23 thereafter. Attys’ Fee Mot. at 2 n.1.

24 <sup>7</sup> Plaintiffs’ Counsel provided the numbers and lodestar calculations for their other work on the  
25 related administrative actions for the class representatives (Dkt. Nos. 294-5 and 294-6, Exs. E-F to  
26 Smith Decl.), but for purposes of this Order, the Court finds it more appropriate to focus on the  
27 numbers related to the Federal Class Action (i.e., the litigation apart from the appeals from the  
28 administrative hearings), as those numbers apply more concretely to the Court’s required analysis  
under Rule 23(h). It is possible that the time spent on the administrative actions could be  
considered under the Rule 23(h) analysis, but the Court finds it unnecessary to consider that data  
at this point, particularly as the lodestars for the Federal Class Action are well above the fees  
sought through the Settlement Agreements.

<b>Firm<sup>8</sup></b>	<b>Hours</b>	<b>Rate Range<sup>9</sup></b>	<b>Avg. Rate</b>	<b>Lodestar<sup>10</sup></b>
Disability Rights Advocates	5293.6	\$195-\$895	\$451.92	\$2,375,735.50
Public Counsel	772.5	\$175-\$570	\$311	\$240,247.50
Zelle Hofmann	79.6	\$175-\$550	\$336.25	\$33,090.00
Paul Hastings	2548.10	\$205-\$975	\$497.33	\$1,606,542.75
<b>TOTALS:</b>	8693.80	---	---	<b>\$4,322,068.75</b>

See Dkt. No. 293-4 (Ex. D to Mary-Lee Smith Decl. in Supp. of Attys' Fees Mot.).

Plaintiffs did not settle fees and costs separately, and thus the costs are included in the settlement amounts from the Defendants. The following chart represents the breakdown of each of the four firms' costs related to the Federal Class Action:

<b>Firm</b>	<b>Costs</b>
Disability Rights Advocates	\$15,490.94
Public Counsel	\$0
Zelle Hofmann	\$24.33
Paul Hastings	\$76,461.53
<b>TOTAL:</b>	<b>\$91,976.80</b>

*Id.*

#### 1. Hourly Rate

First, to determine the appropriate lodestar amount, the reasonableness of the hourly billing rate must be assessed. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). In

<sup>8</sup> In the co-counsel agreement between Paul Hastings, Public Counsel, and DRA, these entities agreed that if they recovered fees and costs, Paul Hastings would be reimbursed for its out-of-pocket expenses but would donate to Public Counsel and DRA any attorneys' fees obtained as a result of Paul Hastings' work. "Therefore, the Paul Hastings share of fees . . . will be donated to Public Counsel and DRA." Carter Decl. ¶ 32, Dkt. No. 296.

<sup>9</sup> DRA, Public Counsel, and Zelle Hofmann seek only their 2014 rates as negotiations began in 2014 and as a concession in the process of settlement; Paul Hastings seeks only its 2013 rates as their participation in the case ended in early 2014. Attys' Fees Mot. at 12.

<sup>10</sup> The lodestar figures listed here take into account the hours spent by the various attorneys working on the case. A breakdown of all the hours spent by the various attorneys and related staff on the Federal Class Action is found at Docket Number 293-4, an exhibit to the Declaration of Mary-Lee Smith of DRA.

1 considering the reasonableness of Plaintiffs' attorneys' hourly rates, as the Court has noted above,  
 2 Plaintiffs seek an hourly rate of between \$175 per hour and \$975 per hour depending on the  
 3 particular attorney or counsel. Plaintiffs seek an hourly rate of \$845-\$975 for two of the most  
 4 senior and experienced litigators at the DRA, Sid Wolinsky and Laurence Paradis, as well as the  
 5 most senior litigator working on this case from Paul Hastings LLP, Grace Carter. The other  
 6 attorneys' hourly rates fall between \$210 and \$700. For non-attorneys, Plaintiffs seek hourly rates  
 7 of between \$175 and \$340.

8 To determine whether rates are reasonable, courts must identify the relevant community,  
 9 and assess the prevailing hourly rate in that community for similar services by lawyers of  
 10 reasonably comparable skill, experience, and reputation. *See Camacho*, 523 F.3d at 979.  
 11 "Generally, when determining a reasonable hourly rate, the relevant community is the forum in  
 12 which the district court sits." *Id.* Consequently, Plaintiffs submit that the relevant community in  
 13 this case is the San Francisco Bay Area, and the reasonableness of rates charges should be  
 14 determined by reference to the rates charged by Bay Area attorneys with commensurate skill,  
 15 experience, and reputation. Attys' Fees Mot. at 9-10.

16 In support of their rates, skill, experience, and reputation, Plaintiffs provided supporting  
 17 declarations of attorneys from each of the organizations that worked on this case: Declaration of  
 18 Mary-Lee Smith of DRA ("Smith Decl."), Dkt. No. 293; Declaration of Laura Faer of Public  
 19 Counsel ("Faer Decl."), Dkt. No. 294; Declaration of Lillian Chen of Public Counsel ("Chen  
 20 Decl."), Dkt. No. 295; Declaration of Grace Carter of Paul Hastings ("Carter Decl."), Dkt. No.  
 21 296; and Declaration of Daniel S. Mason of Zelle Hofmann ("Mason Decl."), Dkt. No. 297.  
 22 These declarations describe the organization the individual declarant attorney works with, their  
 23 efforts in this litigation, their methods for calculating their lodestars, as well as the experience,  
 24 skill, and reputation of the organizations and the individuals who worked on this case. All of the  
 25 declarations demonstrate these firms are experienced and tested in the area of complex litigation  
 26 with strong reputations in the legal community.

27 In addition, Plaintiffs submitted the declaration of William Alderman, a partner at the San  
 28 Francisco office of the law firm Orrick, Herrington, & Sutcliffe LLP, who has expertise regarding

prevailing billing rates for Bay Area attorneys who handle complex litigation and is the co-author of the chapter entitled “Fee Arrangements” in West Group’s treatise, “Successful Partnering Between Inside and Outside Counsel.” Alderman Decl. ¶¶ 1-9, Dkt. No. 298. The majority of his practice focuses on defense of securities class actions and he also is the co-editor of the monthly “Securities Reform Act Litigation Reporter,” both of which give him familiarity with attorney fee requests and awards. *Id.* ¶ 10. According to Alderman, the rates requested by Plaintiffs’ Counsel are well within the range of market rates for Bay Area attorneys who handle comparable, complex litigation. *Id.* ¶¶ 13-14. Alderman’s own hourly rate in 2014 was \$995 per hour. *Id.* ¶ 11. Alderman also notes he has personal knowledge of the work and reputation of Mary-Lee Smith and Sid Wolinsky, two attorneys from the DRA, and notes they are “among the leading experts in the country in the area of disability rights.” *Id.* ¶ 14.

The Court finds the evidence submitted by Plaintiffs demonstrates that the range of rates requested by the attorneys here are in line with the overall range of market rates for attorneys and for litigation support staff of similar abilities and experience in this District between 2013 and 2014. *See Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (finding district court did not abuse its discretion in awarding 2008 hourly rates for Bay Area attorneys of up to \$875 for a partner, \$700 for an attorney with 23 years of experience, \$425 for an attorney with approximately five years of experience, and \$190 for paralegals); *see also Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at \*5 (N.D. Cal. May 21, 2015) (in a complex action, finding reasonable rates for Bay Area attorneys of between \$475-\$975 for partners, \$300-\$490 for associates, and \$150-\$430 for litigation support and paralegals). While under other circumstances greater scrutiny might be appropriate for some of the hourly rates sought here, the Court is satisfied Plaintiffs’ attorneys’ hourly rates fall under the range of reasonable fees—particularly as the Court is only analyzing the lodestar figure as a secondary test in order to determine whether the sums already agreed to by the parties are reasonable.

## 2. Hours Expended

Beyond establishing a reasonable hourly rate, a party seeking attorneys’ bears the burden to “document[ ] the appropriate hours expended.” *Hensley*, 461 U.S. at 437. Such an applicant

1 must exercise sound “billing judgment” as to the number of hours worked, eliminating excessive,  
 2 redundant, or unnecessary hours, and provide billing records supporting the time claimed. *Id.* at  
 3 433-34. Plaintiffs’ counsel “is not required to record in great detail how each minute of his time  
 4 was expended,” but should “identify the general subject matter of his time expenditures.” *Id.* at  
 5 437 n.12; *Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1121 (9th Cir. 2000) (“plaintiff’s counsel can  
 6 meet his burden—although just barely—by simply listing his hours and ‘identifying the general  
 7 subject matter of his time expenditures.’” (quotation omitted)).

8 Plaintiffs provided declarations from each of the four organizations working on their  
 9 behalf, which explain the sorts of things these attorneys worked on and now seek compensation  
 10 for through this fee request. Plaintiffs note their counsel “devoted a reasonable and necessary  
 11 amount of time to develop the case and the legal and factual claims, prepare the complaint (and  
 12 eventually the First Amended Complaint,” as well as “fully brief two major motions (i.e.,  
 13 Defendants’ motions to dismiss and Plaintiffs’ motion for class certification, propound and  
 14 respond to discovery including defending three named plaintiff depositions, and prepare mediation  
 15 briefs and settlement proposals for numerous unsuccessful settlement attempts.” Attys’ Fees Mot.  
 16 at 15. They further note Plaintiffs’ counsel “dedicated substantial resources to obtain the  
 17 settlement agreements that ultimately resolved the matter[,]” which “included numerous  
 18 mediations and the drafting of the settlement agreements, for which Plaintiffs’ Counsel took the  
 19 lead.” *Id.* Plaintiffs’ counsel also “took the lead in drafting the motion for preliminary approval  
 20 and supporting papers, the class notice, the proposed order, this motion and the application for  
 21 final approval.” *Id.*

22 In their declarations, each of the four organizations explain they sought fees related to the  
 23 foregoing activities and tasks related to those activities, including for investigation and research,  
 24 drafting and editing briefs and related documents, negotiating and structuring the settlement  
 25 agreements, reviewing documents, interviewing witnesses, preparing and defending depositions,  
 26 and other such advocacy. *See* Smith Decl. ¶ 18; Faer Decl. ¶ 15; Carter Decl. ¶ 25; Mason Decl. ¶  
 27 13. Additionally, each attorney attests to the fact that they reviewed their organization’s time  
 28 records in this case and independently exercised their billing judgment to eliminate or reduce

certain time that did not appear to be reasonably spent or to otherwise limit their time to that which was reasonable and benefitted the class. Smith Decl. ¶¶ 19-20; Faer Decl. ¶¶ 16-17; Carter Decl. ¶¶ 23, 26; Mason Decl. ¶¶ 10, 14. The hours spent on the Federal Class Action for each of the four organizations is as follows: DRA = 5, 293.6 hours (Smith Decl. ¶ 21); Public Counsel = 772.5 hours (Faer Decl. ¶ 18); Paul Hastings = 2,548.1 hours (Carter Decl. ¶ 27); Zelle Hofmann = 79.6 hours (Mason Decl. ¶ 15).

Although Plaintiffs did not provide detailed time records for the attorneys and support staff working on this case, having carefully reviewed the declarations above and the supporting documentation, the Court finds Plaintiffs have met their burden of demonstrating the reasonableness of the time their counsel expended on this litigation.<sup>11</sup> There has been no challenge to the time spent by these organizations, and the Court cannot find grounds for further reducing the hours spent in this litigation.<sup>12</sup> In the Court's own first-hand interactions with Plaintiffs' counsel and their work, the Court has found them consistently well-prepared and thorough. Accordingly, the Court finds the number of hours spent by attorneys and related staff in these four organizations was reasonably expended on the litigation and settlement of this case.

### 3. Summary of Lodestar and Cost Comparison to Settlement Agreement Amounts

As noted above, the total lodestar for the four organizations working on Plaintiffs' Federal Class Action totals \$4,322,068.75 and the costs total \$91,976.80. Plaintiffs have only requested that the Court approve the amounts proposed in the parties' Settlement Agreements, i.e., the

<sup>11</sup> Former Supreme Court Justice Sandra Day O'Connor, sitting by designation, has emphasized the overall equitable nature of fee analysis: "[t]he net result of fee-setting jurisprudence . . . is that the district courts must engage in an equitable inquiry of varying methodology while making a pretense of mathematical precision." *Arbor Hill Concerned Citizens Neighborhood Ass'n v. Cty. of Albany*, 522 F.3d 182, 189 (2d Cir. 2007) (O'Connor, J., sitting by designation, joining in the opinion) (citation omitted). Supreme Court Justice Elena Kagan has recently echoed these sentiments: "[T]rial courts need not, and indeed should not, become green-eyeshade accountants. The essential goal in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection. So trial courts may take into account their overall sense of a suit, and may use estimates in calculating and allocating an attorney's time." *Fox v. Vice*, 563 U.S. 826, 131 S. Ct. 2205, 2216 (2011).

<sup>12</sup> As noted earlier, the Court has chosen not to consider the time spent on the administrative actions for the individual class representatives. Adding the time spent on the administrative actions adds hundreds of thousands of dollars to Plaintiffs' attorneys' lodestar amount. *See* Dkt. Nos. 293-5 and 293-6 (charts demonstrating the hourly rates, hours worked, and costs of the attorneys working on the administrative actions).



\$1,165,000 from CCCOE and \$1,340,000 from the County for a total of \$2,505,000. That amount is significantly less than what these attorneys might otherwise be entitled to under the lodestar analysis or if Plaintiffs' costs were included.<sup>13</sup> Given the significant reduction in fees and costs, the Court finds Plaintiffs' request for attorneys' fees and costs reasonable under the circumstances.

### CONCLUSION

In light of the foregoing analysis, the Court **GRANTS FINAL APPROVAL** to the Settlement Agreements in this case and **GRANTS** Plaintiffs' Motion for Reasonable Attorneys' Fees and Costs in the amounts specified in the parties' Settlement Agreements.

The Court thus **ORDERS** the following:

1. For the reasons set forth in the Order Granting Preliminary Approval, Dkt. No. 288, the Court confirms class certification of the class for settlement purposes only.
2. The Court confirms the appointment of Plaintiffs G.F., by and through her guardian ad litem, Gail F.; W.B.; and Q.G as class representatives.
3. The Court confirms the appointment of Disability Rights Advocates and Public Counsel as Class Counsel.
4. In accordance with the terms of the settlement agreement between Plaintiffs and Defendant County, the County shall pay Plaintiffs' Counsel \$1,340,000 within 60 days of the date of this Order.
5. In accordance with the terms of the settlement agreement between Plaintiffs and Defendant CCCOE and the stipulation amending the terms of the settlement agreement (Dkt. No.

<sup>13</sup> Plaintiffs included very little detail about their costs in this litigation; potentially this is because they already agreed to amounts for fees and costs in their Settlement Agreements. Given the fact that Plaintiffs' attorneys' lodestar for the Federal Class Action is so much more than they recovered through the amounts assigned in the Settlement Agreements, it seems unnecessary for the Court to proceed with the typical analysis to assess the reasonableness of Plaintiffs' costs under Rule 23(h). *See* Fed. R. Civ. P. 23(h) ("In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement."); *see also* Newberg on Class Actions § 16:10 (5th ed.) ("[R]ecoverable nontaxable costs include counsel's out-of-pocket expenses that would normally be charged to a fee paying client."); *Dang v. Cross*, 422 F.3d 800, 814 (9th Cir. 2005) (permitting recovery of costs for "an expense that would normally be charged to a fee paying client."). In other circumstances, the Court might have difficulty determining whether to award costs authorized by the parties' agreement without greater explanation about what those costs were. Nonetheless, considering the entirety of the Settlement Agreements in comparison to Plaintiffs' attorneys' lodestar and requested costs, the Court is satisfied that it may issue such an award under Rule 23(h).



283), CCCOE shall pay Plaintiffs' Counsel on the following schedule: (1) the first installment of \$435,000.00 is payable within 60 days of the date of this Order; (2) the second installment of \$435,000.00 is payable on July 1, 2016; and (3) the third installment of \$295,000.00 is payable on July 1, 2017.

6. The above-captioned action is **DISMISSED** on the merits and with prejudice, subject to the Court retaining jurisdiction to administer and enforce the Settlement Agreements.

7. The Court retains continuing jurisdiction over this matter for purposes of enforcement and for purposes of dispute resolution, including disputes related to the final monitoring report with the County and the Expert Report with CCCOE, and to determine and enforce the amount of an award of attorneys' fees and costs to which Class Counsel is entitled, including fees and costs resulting from the litigation to-date and from any future dispute resolution.

8. Judgment is hereby entered on the terms set forth above. The Clerk of Court shall close the file on this matter.

**IT IS SO ORDERED.**

Dated: November 25, 2015

  
\_\_\_\_\_  
MARIA-ELENA JAMES  
United States Magistrate Judge

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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

LORI GRAY, et al.,

Plaintiffs,

v.

GOLDEN GATE NATIONAL  
RECREATION AREA, et al.,

Defendants.

Case No. 3:14-cv-00511

**[PROPOSED] FINDINGS OF FACT AND  
CONCLUSIONS OF LAW REGARDING  
PLAINTIFFS' MOTION FOR  
REASONABLE ATTORNEYS' FEES AND  
COSTS**

1 Plaintiffs have applied to the Court for an order approving reasonable attorneys' fees and  
2 reimbursement of litigation costs to Class Counsel in the amount of \$3,430,000. Of this total  
3 amount, \$250,000 is to be designated for fees, expenses, and costs incurred in monitoring  
4 Defendants' implementation of the Settlement Agreement. Defendants do not oppose the motion  
5 and these are the amounts contained in the Settlement Agreement between Plaintiffs and  
6 Defendants. Having read the papers submitted and carefully considered the arguments and  
7 relevant legal authority, and good cause appearing, the Court GRANTS Plaintiffs' Motion for  
8 Reasonable Attorneys' Fees and Costs and finds and rules as follows:

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. The Court finds that Plaintiffs have submitted sufficient evidence, including time  
11 summaries for work done on this matter and declarations regarding current and historic hourly  
12 rates, supporting their claim for reasonable attorneys' fees and costs as agreed to by the parties in  
13 the settlement. Accordingly, the Court hereby approves the settlement of attorneys' fees and  
14 costs in the amount of \$3,430,000 for work performed on this matter, \$250,000 of which is to be  
15 designated for fees, expenses, and costs incurred in monitoring Defendants' implementation of  
16 the Settlement Agreement, as stated in Section VII of the Settlement Agreement.

17 2. In reaching this conclusion, the Court finds that Plaintiffs have submitted  
18 sufficient evidence of the time and effort undertaken by Class Counsel in prosecuting and  
19 settling the claims, and that this time and effort was reasonable and necessary in light of the  
20 needs of the litigation. The Court also finds that Class Counsel staffed the litigation  
21 appropriately given the needs of the litigation.

22 3. The Court need not determine the issue of whether Plaintiffs are entitled to  
23 recover their current or historic hourly rates as the total lodestar amount negotiated and agreed to  
24 by the parties is below the lodestar that would be derived under either approach. Plaintiffs have  
25 submitted sufficient evidence to support the requested hourly rates under both the historic and  
26 current hourly rate approach.

1           4.       In accordance with the terms of the Settlement Agreement, Defendants shall  
2 submit the necessary paperwork to the Department of Treasury to effectuate the payment of such  
3 attorneys' fees and costs to Class Counsel within thirty (30) business days of this Order or of  
4 receipt of the information necessary to complete the electronic transfer of funds, whichever is  
5 later.

6  
7 **IT IS SO ORDERED.**

8 DATED: July 9, 2014

  
HONORABLE ELIZABETH D. LAPORTE  
UNITED STATES MAGISTRATE JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CALIFORNIANS FOR DISABILITY RIGHTS,  
*et al.*,

Plaintiffs,

v.

CALIFORNIA DEPT OF TRANSPORTATION,  
*et al.*,

Defendants.

No. C 06-05125 SBA (MEJ)

**REPORT AND RECOMMENDATION  
RE: PLAINTIFFS' MOTION FOR  
ATTORNEY'S FEES (DKT. #460)**

**I. INTRODUCTION**

Before the Court is Class Action Plaintiffs Californians for Disability Rights, Inc. ("CDR"), California Council of the Blind ("CCB"), Ben Rockwell, and Dimitri Belser's (collectively "Plaintiffs") motion for attorney's fees and costs. (Dkt. #460.) After consideration of the parties' papers and oral arguments, relevant legal authority, and good cause appearing, the undersigned RECOMMENDS as follows.

**II. BACKGROUND**

In 2006, Plaintiffs filed their class action complaint against Defendant California Department of Transportation and its Director, Will Kempton (collectively "Caltrans" or "Defendants"), alleging violations of Title II of the Americans with Disabilities Act ("ADA") and section 504 of the Rehabilitation Act of 1973. (Pls.' Mot.<sup>1</sup> 2:23-26, Dkt. #460.) Plaintiffs alleged that Caltrans' 2,500

---

<sup>1</sup>Caltrans does not object to Plaintiffs' recitation of facts.

1 miles of sidewalks throughout California contain barriers that deny access to persons with vision or  
 2 mobility disabilities, including a lack of curb ramps or a lack of detectable warnings at curb ramps to  
 3 indicate that the sidewalk is ending. *Id.* at 2:26-3:6. Following three years of litigation, the parties  
 4 reached a settlement. *Id.* at 3:7-8. On June 2, 2010, the Honorable Sandra Brown Armstrong, the  
 5 presiding judge in the matter, granted Plaintiffs' application for final approval of the proposed  
 6 settlement agreement. (*Order Granting Plaintiffs' Application for Final Approval of Proposed*  
 7 *Settlement Agreement and Overruling Objections to Settlement Agreement* ("Order"), Dkt. #515.)

8 As noted by Judge Armstrong,

9 The salient features of the Settlement Agreement include, among other things: (1)  
 10 a funding commitment of \$1.1 billion over the next thirty years to eliminate  
 11 barriers and improve access for Class members; (2) a monitoring procedure, which  
 12 will include the hiring of an access consultant to oversee compliance for the first  
 13 seven years, and mandatory annual reporting by Caltrans for the next thirty years;  
 14 (3) a grievance procedure for public complaints relating to access issues and  
 15 Caltrans responses thereto; and (4) payment of attorneys' fees (a minimum of  
 16 \$3.75 million to a maximum of \$8.75 million) for past work and future  
 17 compliance services.

18 (Order 3:3-10, Dkt. #515.) In the settlement agreement, the parties agreed that this Court would  
 19 have jurisdiction over both Plaintiffs' federal and state law claims, and Defendants agreed that  
 20 Plaintiffs were entitled to recover reasonable costs and fees for work in both actions. (Pls.' Mot.  
 21 6:3-9, Dkt. #460; Elsberry Decl., Ex. A<sup>2</sup> § 5.2.1, Ex. 6 ¶2, Dkt. #465.)

22 On March 23, 2010, Plaintiffs filed the instant motion for attorney's fees and costs. (Dkt.  
 23 #460.) On March 25, 2010, Judge Armstrong referred Plaintiffs' motion for attorney's fees to the  
 24 undersigned for preparation of a Report and Recommendation. (Dkt. #472.) On April 22, 2010,  
 25 Defendants filed their opposition (Dkt. #492), and on April 29, 2010, Plaintiffs filed their reply (Dkt.  
 26 #495). On May 27, 2010, the undersigned held a hearing in the matter.

### 27 III. DISCUSSION

28 Plaintiffs contend that they should be awarded the full cap of \$8.75 million in attorney's fees  
 and costs, and in their motion and accompanying declarations they detail the exact amount of hours  
 billed and fees sought by each attorney or staff member who worked on the litigation. (Pls.' Mot.

---

<sup>2</sup>Exhibit A to the Elsberry Declaration is the Settlement Agreement in this action. Hereinafter, the undersigned will cite to it as such.

6:19-20, Dkt. #460.) In fact, Plaintiffs contend that they would be entitled to an award in excess of the fee cap, as Plaintiffs seek a 1.65 multiplier.<sup>3</sup> Plaintiffs maintain that they are entitled to this sum as they have “accomplished a remarkable set of legally binding and judicially enforceable obligations that will benefit hundreds of thousands of class members for years to come.” *Id.* at 6:21-7:8. Plaintiffs argue that the number of hours expended throughout this litigation are reasonable, that their fees are also reasonable, and thus they are entitled to the maximum award of \$8.75 million. *Id.* at 7:18-8:2. The total award for fees and costs sought by Plaintiffs, absent the fee cap and good faith deductions and subject to their requested multiplier, is \$16,700,269.16.<sup>4</sup> (Paradis Decl. ¶ 27, Dkt. #496; Kohrman Decl. ¶ 35, Dkt. #464; Kohrman Decl. ¶ 14, Dkt. #499; Allen Decl., Ex. C, Dkt. #463; Allen Decl., Ex. A, Dkt. #527.)

In response, Defendants contend that the reasonable market value of Plaintiff’s services is \$3.75 million, the minimum number agreed upon by the parties. (Defs.’ Opp’n 1:2-3, Dkt. #492.) Defendants argue that Plaintiffs’ demand for \$8.75 million is overreaching, that their rates are excessive, and that the number of hours Plaintiffs spent on the case exceeded what was necessary. *Id.* at 1:3-5. Defendants maintain that the Court should exercise careful scrutiny regarding Plaintiffs’ fee request because “Caltrans is a state entity, and thus, money paid to Plaintiffs is money that could have otherwise been spent on government programs benefitting the public.” (Defs.’ Mot. 1:18-20, Dkt. #492.)

#### **A. Legal Standard**

The starting point in determining what equates to a reasonable fee award is always to calculate the “lodestar,” which is the number of hours reasonably expended multiplied by the reasonable hourly rate. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The party seeking an award of fees and costs has the burden of submitting evidence which supports their request for the hours worked and the rates claimed. *Id.* “[C]ounsel, of course, is not required to record in great detail how each minute of his time was expended. But at least counsel should identify the general

---

<sup>3</sup>Plaintiffs determined that a 1.65 multiplier would be appropriate based on a previous case where the fee award was increased by that amount. (Pls.’ Mot. 22:7-11, Dkt. #460.)

<sup>4</sup>This number is based on the undersigned’s calculations from the numbers listed by Plaintiffs’ counsel in their declarations.



subject matter of his [or her] time expenditures.” *Davis v. City and County of San Francisco*, 976 F.2d 1536, 1542 (9th Cir. 1992) (citing *Hensley*, 461 U.S. at 437 n.12). If the documentation of hours and rates is inadequate, the district court may reduce the fee award, and may also exclude from the calculation hours not reasonably expended. *Hensley*, 461 U.S. at 433-34. Counsel must make a good faith effort to use billing judgment, meaning to exclude from the fee request “hours that are excessive, redundant, or otherwise unnecessary . . . .” *Id.*

## **B. Application to the Case at Bar**

### **1. Reasonable Hourly Rates**

Plaintiffs contend that the hourly rates sought are reasonable when compared to Bay Area attorneys with comparable experience who handle complex litigation. (Pls.’ Mot. 8:4-5, Dkt. #460.) Plaintiffs were represented by Disability Rights Advocates (“DRA”), AARP Foundation Litigation (“AFL”) and José R. Allen, a senior partner with Skadden, Arps, Slate, Meagher & Flom, LLP (“Skadden Arps”). *Id.* at 8:22-24. Plaintiffs contend that calculating reasonable rates for DRA and Mr. Allen is straightforward, as their firms are in the Bay Area and specialize in complex litigation. *Id.* at 8:24-25. Regarding AFL, Plaintiffs argue that even though they are located in Washington D.C., the Ninth Circuit requires that the fee award be calculated using the reasonable market rate in the litigation forum. *Id.*

In response, Defendants contend that Plaintiffs have failed to provide evidence that their rates are in line with the prevailing rates in the Northern District for services performed by lawyers of comparable skill, experience, and reputation. (Defs.’ Opp’n 1:25-27, Dkt. #492.) Defendants argue that the rates requested exceed market rates according to the ALM Legal Intelligence Survey of 2009 as well as the *Laffey* Matrix, a commonly used fee rate calculation. *Id.* at 1:28-2:5. Defendants further argue that the rates claimed should be reduced because Plaintiffs have failed to show that inflation or market increases justify them. *Id.* at 2:6-17.

In their reply, Plaintiffs challenge the use of both the ALM Survey as well as the *Laffey* Matrix for calculating reasonable rates. (Pls.’ Reply 2:7-8, Dkt. #495.) Regarding the ALM Survey, Plaintiffs contend that the survey fails to identify the types of firms represented in the survey, the types of matters the firms handle, or the purposes for which the survey is used. *Id.* at 2:11-13.

1 Plaintiffs state that they can find no case, federal or state, where the court has ever cited this survey  
2 for any purpose. *Id.* at 2:20-21. Similarly, Plaintiffs contend that the Ninth Circuit has not expressly  
3 adopted the *Laffey* Matrix and the scale itself does not take into consideration all factors deemed  
4 important by the Ninth Circuit in the past. *Id.* at 3:5-4:6.

5 In the Ninth Circuit, the *Laffey* Matrix is not the starting point for determining reasonable  
6 attorney's fees. *Freitag v. California Dept. of Corrections*, C 00-2278 TEH, 2009 WL 2485552, at  
7 \*2 (N.D. Cal. 2009). Rather, reasonable rates are "to be calculated according to the prevailing  
8 market rates in the relevant community, with close attention paid to the fees charged by lawyers of  
9 reasonably comparable skill, experience, and reputation." *Davis*, 976 F.2d at 1546 (internal citations  
10 and quotations omitted). When considering the rates of other lawyers of comparable skill,  
11 experience, and reputation, courts should look to the fees awarded in "other types of equally  
12 complex federal litigation . . . ." *Bernardi v. Yeutter*, 951 F.2d 971, 974 (9th Cir. 1991) (citing  
13 *Hensley*, 461 U.S. at 430 n.4). This includes civil rights cases. *Id.* "The fee applicant has the  
14 burden of producing satisfactory evidence, in addition to the affidavits of its counsel, that the  
15 requested rates are in line with those prevailing in the community for similar services of lawyers of  
16 reasonably comparable skill and reputation." *Jordan v. Multnomah County*, 815 F.2d 1258, 1263  
17 (9th Cir. 1987). The "relevant community" is the district in which the lawsuit proceeds; here, the  
18 Northern District of California. *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir. 1992).  
19 "Affidavits of the plaintiff's attorney and other attorneys regarding prevailing fees in the  
20 community, and rate determinations in other cases, particularly those setting a rate for the plaintiff's  
21 attorney, are satisfactory evidence of the prevailing market rate." *United Steelworkers of America v.*  
22 *Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990). The amount billed by other law firms in the  
23 community, including the yearly increase in other firms' fees, is an appropriate barometer of  
24 reasonable rates. *Gates v. Rowland*, 39 F.3d 1439, 1451 (9th Cir. 1994). It is appropriate to  
25 determine reasonableness using an attorney's current hourly rate, rather than the rate at the time the  
26 work was done; this accounts for the delay in receiving payment, as well as lost interest and  
27 inflation. *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir. 1991) (citing *Pennsylvania v. Delaware*  
28

1 *Valley Citizens' Council for Clean Air*, 483 U.S. 711, 716 (1987)); *Coles v. City of Oakland*, C 03-  
2 2961 TEH, 2007 WL39304, at \*7 (N.D. Cal. January 4, 2007).

3 Courts also may rely on decisions of other courts awarding similar rates for work in the same  
4 geographical area by attorneys with comparable levels of experience. *See, e.g., Nadarajah v.*  
5 *Holder*, 569 F.3d 906, 917 (9th Cir. 2009) (affirming award of attorneys' fees at rate of \$500 per  
6 hour where party had submitted a declaration describing her experience and attached copies of fee  
7 awards in the same geographical area where counsel had comparable experience). Once calculated,  
8 the lodestar rate may be adjusted to account for other factors, including the novelty and complexity  
9 of issues presented, special skill and experience of counsel, quality of representation, the results  
10 obtained, and the awards allowed in similar cases. *Morales v. City of San Rafael*, 96 F.3d 359, 363-  
11 64 (9th Cir. 1996).

12 Accordingly, the undersigned shall look to prevailing market rates in the Northern District,  
13 the fees awarded in other complex civil rights litigation, and the declarations of other attorneys with  
14 comparable levels of experience in determining whether the rates sought are reasonable.

15 *a. Whether DRA's Fees Are Reasonable*

16 *i. Fees Sought Litigating the Merits of the Cases*

17 Regarding DRA's rates, Plaintiffs submitted a detailed itemization of their attorneys' fees  
18 and costs, as summarized in the Declaration of Laurence W. Paradis and attached exhibits. (Paradis  
19 Decl., Dkt. #462.) DRA is a 501(c)(3) non-profit organization which is dedicated to advancing the  
20 civil rights of persons with disabilities. (Paradis Decl. ¶ 8, Dkt. #462.) DRA's focus is class action  
21 impact litigation on behalf of disabled persons who face discrimination or other civil rights  
22 violations. *Id.* Because DRA generally handles matters in which the client cannot afford to retain a  
23 lawyer, it is largely dependent upon court awarded fees. *Id.* at ¶ 9. DRA handles cases on what is  
24 essentially a contingent fee basis, seeking fees at the end of a case under various statutes which  
25 award fees to the prevailing party. *Id.* at ¶ 13. Thus, DRA does not recover fees in cases where they  
26 are not the prevailing party. *Id.* DRA's involvement in the instant matter included drafting and  
27 responding to motions and discovery, handling law and motion at multiple stages of the litigation,  
28 preparing for and handling trial proceedings, and negotiating the settlement agreement. *Id.* at ¶ 17.

1 Paradis attests that thirteen attorneys, one senior paralegal, various summer associates, paralegals,  
2 law clerks, and one case clerk from DRA worked on this matter. *Id.* at ¶ 21.

3 Sid Wolinsky founded DRA and serves as its director of litigation. *Id.* at Ex. F. He has been  
4 a practicing attorney since graduating from Yale Law School in 1961, has twice been a Fulbright  
5 Senior Scholar, and was an adjunct professor at Hastings and Boalt law schools. *Id.* His practice  
6 has focused on disability rights since 1971. *Id.* His current hourly rate is \$835 per hour. *Id.* at ¶ 24.  
7 His 2008 requested rate of \$745 per hour was awarded to him in a contested fee motion in this court  
8 in 2008, in *National Federation of the Blind v. Target Corp.*, No. C 06-1802 MHP, 2009 WL  
9 2390261 (N.D. Cal. 2009). *Id.* at ¶ 23. Wolinsky billed 182.9 hours for work done on the matters  
10 since 2007, and seeks \$152,721.50 in fees. (*Id.* at ¶ 21; Paradis Decl. ¶ 5, Dkt. #496.)

11 Laurence Paradis has been practicing law since graduating from Harvard Law School in  
12 1985. (Paradis Decl. ¶ 24, Dkt. #462.) He began working at DRA in 1996 and has been involved in  
13 litigation affecting the rights of people with disabilities since that time. *Id.* at ¶ 6. Paradis' current  
14 hourly rate is \$730 per hour. *Id.* at ¶ 24. Paradis billed 3,814.6 hours and seeks \$2,784,658 in fees.  
15 (*Id.* at ¶ 21; Paradis Decl. ¶ 5, Dkt. #496.)

16 Melissa Kasnitz has been practicing law since her 1992 graduation from Boalt Hall; her  
17 current hourly rate is \$650 per hour. (Paradis Decl. ¶ 24, Dkt. #462.) Kasnitz billed 269.3 hours  
18 and seeks \$175,045 in fees. (*Id.* at ¶ 21; Paradis Decl. ¶ 5, Dkt. #496.)

19 Ron Elsberry has been practicing law since 1987 when he graduated from Hastings College  
20 of the Law; his current hourly rate is \$640 per hour. (Paradis Decl. ¶ 24, Dkt. #462.) Elsberry billed  
21 743.3 hours and seeks \$475,712 in fees. (*Id.* at ¶ 21; Paradis Decl. ¶ 5, Dkt. #496.)

22 Jennifer Bezoza has been practicing law since her 2000 graduation from New York  
23 University School of Law; her current hourly rate is \$570 per hour. (Paradis Decl. ¶ 24, Dkt. #462.)  
24 Bezoza billed 42.5 hours and seeks \$24,225 in fees. *Id.* at ¶ 21.

25 Roger Heller has been practicing law since 2001, when he graduated from Columbia  
26 University School of Law; his current hourly rate is \$560 per hour. *Id.* at ¶ 24. Heller billed 590.2  
27 hours and seeks \$330,512 in fees. *Id.* at ¶ 21.

Kevin Knestrick graduated from Hastings College of the Law in 2003 and has been practicing law since that time; his current hourly rate is \$535 per hour. *Id.* at ¶ 24. Knestrick billed 234 hours and seeks \$125,190 in fees. *Id.* at ¶ 21.

Alexius Markwalder has been practicing law since 2003 when he graduated from Hastings College of the Law; his current hourly rate is \$535 per hour. *Id.* at ¶ 24. Markwalder billed 90.1 hours and seeks \$48,203.50 in fees. *Id.* at ¶ 21.

Kasey Corbit graduated from Hastings College of the Law in 2004 and has been practicing law since that time; her current hourly rate is \$500 per hour. *Id.* at ¶ 24. Corbit billed 201.8 hours and seeks \$100,900 in fees. *Id.* at ¶ 21.

Mary-Lee Kimber has been practicing law since her 2005 graduation from Boalt Hall; her current hourly rate is \$475 per hour. *Id.* at ¶ 24. Kimber billed 4,395.8 hours and seeks \$2,088,005 in fees. (*Id.* at ¶ 21; Paradis Decl. ¶ 5, Dkt. #496.)

Stephanie Biedermann has been practicing law since 2007 when she graduated from Yale Law School; her current hourly rate is \$350 per hour. (Paradis Decl. ¶ 24, Dkt. #462.) Biedermann billed 483.6 hours and seeks \$169,260 in fees. *Id.* at ¶ 21.

Becca von Behren graduated from Columbia University School of Law in 2008 and has since been practicing law; her current hourly rate is \$290 per hour. *Id.* at ¶ 24. Von Behren billed 1,052.4 hours and seeks \$305,196 in fees. *Id.* at ¶ 21.

Stephanie Enyart graduated from UCLA School of Law in 2009. *Id.* at ¶ 24. At the time this fee motion was submitted, she was not yet admitted to practice; however, she has since been admitted and her current hourly rate is \$265 per hour. *Id.* Enyart billed 145.8 hours and seeks \$38,637 in fees. *Id.* at ¶ 21.

Additionally, DRA makes extensive use of summer associates, law clerks, and paralegals to assist in all tasks. *Id.* at ¶ 25. DRA's summer associates have generally completed two full years of law school before joining DRA; the law clerks are all college graduates working under direct attorney supervision; the case clerks are entry-level support staff working under attorney supervision; and the paralegals are law clerks who have worked under attorney supervision for over a year. *Id.* Katherine Weed is a senior paralegal who worked on the federal action beginning in

January 2009; she graduated from law school in 2002, was admitted to practice law in another state, and has litigation experience. *Id.* DRA’s other summer associates, law clerks, case clerks, and paralegals work on case-related tasks including factual investigation, client communication, and discovery tasks. *Id.* Senior paralegals are billed out at the hourly rate of \$265 per hour; together, they billed 485 hours and seek \$128,525 in fees. *Id.* at ¶¶ 21, 25. Summer associates are billed out at the hourly rate of \$245 per hour; together, they billed 541.1 hours and seek \$132,569.50 in fees. *Id.* at ¶¶ 21, 25. Paralegals are billed out at the hourly rate of \$225 per hour; as a group they billed 996.5 hours, and they seek \$224,212.50 in fees. *Id.* Law clerks are billed out at the hourly rate of \$175 per hour; the law clerks who worked on the matters billed 2,226.9 hours, and they seek \$389,707.50 in fees. (*Id.*; Paradis Decl. ¶ 5, Dkt. #496.) Finally, case clerks are billed out at the hourly rate of \$165 per hour; they billed 181.5 hours as a group and seek \$29,947.50 in fees. (Paradis Decl. ¶¶ 21, 25, Dkt. #462.) Plaintiffs contend that the rates for DRA support staff are within the range of rates charged in the Bay Area legal market for such staff. *Id.* at ¶ 25.

In sum, DRA seeks \$7,723,227 in fees for 16,677.3 hours billed in litigating the merits of the state and federal cases. (*Id.* at ¶ 19; Paradis Decl. ¶ 5, Dkt. #496.) Paradis attests that in his exercise of billing judgment and to account for any duplication or inefficiencies, DRA has “no charged” 412.1 billing hours and has further reduced the remaining fees for merits work across the board by five percent, for a total of \$379,383.50. (Paradis Decl. ¶ 30, Dkt. #462.) Additionally, Plaintiffs argue that they are entitled to a 1.65 multiplier for this time, resulting in a total fee request of \$11,893,674 for litigation on the merits of the cases, absent the fee cap. *Id.* at ¶ 31. DRA also seeks \$290,422.86 for “costs reasonably accrued” during litigation of the matters. (*Id.* at ¶¶ 26, 31; Paradis Decl. ¶ 27, Dkt. #496.) Thus, DRA seeks a total of \$13,332,930 in fees and costs, absent the fee cap. (Paradis Decl. ¶ 27, Dkt. #496.)

#### *ii. Fees Sought Litigating the Fee Issue*

DRA also seeks the following fees for time spent litigating the fees issue, including time spent on mediation and negotiation with Defendants regarding fees and costs and for preparation of the fee motion. (Paradis Decl. ¶ 27, #462.) Wolinsky billed 38.3 hours and seeks \$31,980.50 in fees, Paradis billed 106.2 hours and seeks \$77,526 in fees, Elsberry billed 202.5 hours and seeks



1 \$129,600 in fees, Kimber billed 72.8 hours and seeks \$34,580 in fees, and law clerks billed 58.5 and  
 2 seek \$10,237.50 in fees. *Id.* In sum, DRA seeks \$284,184 for 478.7 hours spent litigating the fees  
 3 on fees issue and they do not seek a multiplier on this amount. (*Id.* at ¶¶ 27, 31; Paradis Decl. ¶ 11,  
 4 Dkt. #496.)

5 *iii. Defendants' Opposition*

6 In response, Defendants contend that Plaintiffs have failed to justify the up to ten percent  
 7 increase in DRA's hourly rates since 2008. (Defs.' Opp'n 2:14-16, Dkt. #492.) Specifically,  
 8 Defendants maintain DRA's current rates have increased up to ten percent from the previous year  
 9 and that an increase of this magnitude is improper given this Court's denial of rate increases from  
 10 2008 through 2010. *Id.* at 2:7-16. Defendants, arguing in favor of application of the *Laffey* Matrix  
 11 but apparently conceding that it produces rates far lower than those sought by Plaintiffs, maintain  
 12 that the Court should award no more than \$530 per hour for lead counsel Paradis, \$650 per hour for  
 13 Wolinsky, a lead attorney with considerable experience litigating civil rights cases, between \$425  
 14 per hour and \$500 per hour for Kasnitz, depending on the calculation method employed, and  
 15 between \$465 per hour and \$565 per hour for Elsberry. *Id.* at 3:16-5:3. Defendants further argue  
 16 that in determining reasonable rates for the remaining DRA attorneys, the Court's award should  
 17 reflect reasonable, current market rates, and the attorney's lesser experience level when the work  
 18 was performed. *Id.* at 5:4-6. Regarding the non-attorneys who worked on the matters, Defendants  
 19 contend that the maximum rates awarded should be \$225 per hour for paralegals, \$195 per hour for  
 20 summer associates, and \$155 an hour for all clerks. *Id.* at 7:9-14, n.21.

21 *b. Whether AFL's Fees Are Reasonable*

22 *i. Fees Sought Litigating the Merits of the Cases*

23 Regarding AFL's rates, Plaintiffs submitted a detailed itemization of their attorneys' fees and  
 24 costs, as summarized in the Declaration of Daniel B. Kohrman and attached exhibits. (Kohrman  
 25 Decl. Dkt. #464.) AFL is a non-profit public interest law organization dedicated to advancing the  
 26 rights of older persons. (Kohrman Decl. ¶ 8, Dkt. #464.) One of AFL's primary areas of legal  
 27 advocacy includes discrimination on grounds of disability in affording access to public facilities or  
 28 public accommodations. *Id.* at ¶ 9. In all areas of legal advocacy, AFL focuses on class action



1 impact litigation. *Id.* at ¶ 10. Though funded in part by AARP, AFL, like DRA, is largely  
2 dependent on court awarded fees. *Id.* at ¶ 11. Also similar to DRA, AFL seeks fees at the end of a  
3 case under a statute that awards fees to the prevailing party; thus, AFL does not receive fees when it  
4 is not the prevailing party. *Id.* at ¶ 15. AFL also seeks a 1.65 multiplier, based on the “numerous  
5 novel questions of law presented in this case, the complicated factual issues, and the significant  
6 resources required to prosecute this case [which] meant that this case was very risky for all co-  
7 counsel or plaintiffs, including AFL.” *Id.* at ¶ 17.

8 Kohrman attests that though AFL relied on DRA and Allen to coordinate and take the lead in  
9 discovery on the state and federal matters, AFL contributed significantly by conducting research,  
10 assisting in discovery review and response to discovery requests, motion work, meet and confer  
11 sessions, and settlement conferences. *Id.* at ¶ 18. At the beginning of the litigation, Kohrman was  
12 the only AFL attorney assigned to the matter. *Id.* at ¶ 19. Subsequently, AFL assigned Julie Nepveu  
13 to be the primary attorney on the case, at which point Kohrman took a largely supervisory role. *Id.*  
14 AFL attorneys billed only for significant substantive work such as reviewing documents and  
15 participation in meetings, but not other matters. *Id.* at ¶¶ 19, 28. Where possible, senior attorneys  
16 delegated less complex tasks to student law clerks working under supervision, thereby using what  
17 Kohrman terms a “lean approach to staffing [the] case and billing for actual work performed.” *Id.*

18 Kohrman graduated from Columbia Law School in 1984 and has been practicing law since  
19 that time. *Id.* at ¶ 3. Since 1996, the focus of his practice has been civil rights litigation, and he has  
20 been a senior attorney with AFL since 2001. *Id.* Kohrman billed 258.75 hours throughout this  
21 litigation and his current hourly rate is \$740 per hour; Kohrman thus seeks \$191,475 in fees. (*Id.* at  
22 ¶ 23, Kohrman Decl. ¶ 7, Dkt. #499.)

23 Julie Nepveu has been practicing law since her 1991 graduation from the University of  
24 Maine Law School; her current hourly rate is \$660 per hour. (Kohrman Decl. ¶ 25, Dkt. #464.)  
25 Nepveu billed 686.25 hours on this matter and thus seeks \$452,925 in fees. (*Id.*; Kohrman Decl. ¶ 7,  
26 Dkt. #499.)

27 AFL also relied on summer associates with two years of law school experience to perform  
28 the following tasks: researching specific legal issues and preparing legal memoranda; reviewing

documents produced in discovery; and interviewing clients and drafting declarations. (Kohrman Decl. ¶ 28, Dkt. #464.) Summer associates billed 223.75 hours at an hourly rate of \$245 per hour, and thus seek \$54,818.75 in fees. *Id.* at ¶¶ 23, 28.

Finally, AFL seeks to recoup its costs incurred in connection with this case, totaling \$7,608.32. (*Id.* at ¶ 30; Kohrman Decl. ¶ 10, Dkt. #499.)

Kohrman attests that the fees sought by AFL are reasonable as he no-charged approximately 40 hours at a value of \$29,600.00 and Nepveu no-charged 80 hours at a value of \$52,800. *Id.* at ¶ 34. Kohrman further attests that he reduced the amount billed for merits-related work across the board by five percent, resulting in a deduction of \$34,543. *Id.* Thus, the amount of fees sought by AFL, including fees on fees and absent costs and the 1.65 multiplier sought, is \$673,697. (Kohrman Decl. ¶ 35, Dkt. #464; Kohrman Decl. ¶ 14, Dkt. #499.)

*ii. Fees Sought Litigating Fee Issue*

AFL also seeks fees for 4.7 hours billed for fees on fees litigation by Nepveu at her current hourly rate of \$660, totaling \$3,102, and for eight hours billed by Kohrman at his rate of \$740 per hour, totaling \$5,920. (Kohrman Decl. ¶ 31, Dkt. #464; Kohrman Decl. ¶ 8, Dkt. #499.)

*iii. Defendants' Opposition*

In response, Defendants contend that AFL's rates exceed *Laffey* Matrix rates, that AFL's 2010 rates are not justified by inflation, and thus that the Court should reduce the rates sought. *Id.* at 2:3-8. Defendants maintain that Kohrman, as a lead attorney, is entitled to no more than \$530 per hour "given his minor role in this case." *Id.* at 4:3-9. Defendants also claim that Nepveu is entitled to no more than \$425 per hour. *Id.* at 5:1. Defendants contend that the summer associates as AFL should receive no more than \$195 per hour, and that such a rate is reasonable. *Id.* at 7:9-14, n.21.

*c. Whether Skadden Arps' Fees Are Reasonable*

*i. Fees Sought Litigating the Merits of the Cases*

Plaintiffs submitted a detailed itemization of Skadden Arps' fees and costs, as summarized in the Allen Declaration, Supplemental Declaration, and attached exhibits. (Allen Decl. Dkt. ##463, 527.) Allen graduated from Boston College Law School in 1976 and has been practicing law since that time. (Allen Decl. ¶ 3, Dkt. #463.) He has been a partner with Skadden Arps since 1990, and

1 prior to that, was an associate at Orrick, Herrington and Sutcliffe. *Id.* Prior to that, Allen worked in  
2 the Environment and Natural Resources Division of the United States Department of Justice,  
3 preceded by three years as an Assistant Attorney General in Massachusetts. *Id.* Allen's thirty-four  
4 years of practice have focused on "environmental litigation and complex civil litigation, including  
5 defense of consumer class actions, securities law, products liability, and commercial disputes." *Id.*  
6 at ¶ 7. Allen has also represented plaintiffs pro bono as co-counsel in civil rights cases. *Id.* Allen  
7 attests that prior to associating as co-counsel in the instant case, he gained experience in disability-  
8 related litigation in *Putnam v. Oakland Unified School District*, C 93-3772 CW, 980 F. Supp. 1094  
9 (N.D. Cal. 1997) and *Lopez, et al. v. San Francisco Unified School District, et al.*, C 99-3260 SI,  
10 385 F. Supp. 2d 981 (N.D. Cal. 2005). *Id.*

11 Allen joined the litigation team after the Court issued its class certification order in the  
12 federal action and Plaintiffs re-filed their state law claims in state court, in order to provide DRA  
13 with the resources required to litigate both cases contemporaneously. *Id.* at ¶ 9. Allen attests that at  
14 the beginning of Skadden Arps' involvement in the litigation, he and associates working with him  
15 spent the bulk of their time on conducting discovery and planning a motion for summary  
16 adjudication in the state action. *Id.* at ¶ 10. In the federal matter, Allen deposed several of  
17 Defendants' expert witnesses and drafted briefs, memoranda, assisted in preparing Plaintiffs'  
18 proposed findings of fact and conclusions of law, and attended nearly all of the settlement  
19 negotiations. *Id.* at ¶¶ 11, 12.

20 Allen billed 1879.9 hours during his involvement in the litigation. *Id.* at ¶ 16, Ex. A. His  
21 hourly rate for the period between May 5, 2008 through August 31, 2008, during which he billed  
22 211.60 hours, was \$855 per hour, and his hourly rate for the period between September 1, 2008  
23 through December 31, 2009, during which he billed 1,668.30 hours, was \$930 per hour, totaling  
24 \$1,732,437.00 in fees sought. (*Id.* at ¶ 16, Ex. A; Allen Decl. ¶ 2, Dkt. #527.) Allen attests that the  
25 rates were set by the firm's management and he believes that the rates reflect those charged by  
26 attorneys of comparable experience and reputation in the community. (Allen Decl. ¶ 16, Dkt. #463.)  
27 Allen further attests that three associates, two legal assistants, and various other litigation support  
28 personnel at Skadden Arps worked on the matters. *Id.* at ¶ 17. Allen attests that he utilized the

1 hourly rates in effect at the time he and each Skadden Arps associate or employee performed the  
2 work, rather than current rates. (Allen Decl. ¶ 10, Dkt. #527.)

3 Sheryl Wu Leung graduated from Stanford Law School in 2005 and has been with Skadden  
4 Arps since that time; her current hourly rate during the applicable period was \$530 per hour. (Allen  
5 Decl. ¶ 3, Ex. A, Dkt. #527.) Leung billed 132.40 hours during her work on the cases and thus seeks  
6 \$70,172.00 in fees. *Id.*

7 Jason Breeding graduated from Columbia University in 2008 and has been with Skadden  
8 Arps since then. (Allen Decl. ¶ 4, Ex. A, Dkt. #527.) Breeding billed a total of 324.30 hours on the  
9 matter at his then-current hourly rate of \$395 per hour; thus, Breeding seeks a total \$128,098.50 in  
10 fees.<sup>5</sup> *Id.*

11 Nathaniel Fisher has been at Skadden Arps since his 2008 graduation from New York  
12 University. *Id.* at ¶ 5. Fisher billed a total of 179.30 hours on the cases; his hourly rate for the  
13 period from February 25, 2009 through April 30, 2009 was \$395 per hour and from September 1,  
14 2009 to September 30, 2009, Fisher's hourly rate was \$440 per hour. *Id.* Accordingly, Fisher seeks  
15 \$72,776.50 in fees. *Id.* at Ex. A.

16 David Zygarewicz was the principal legal assistant assigned to the cases; he worked at  
17 Skadden Arps from 2002 to 2009, when he earned his J.D. *Id.* at ¶ 6. During the time he worked on  
18 the cases, Zygarewicz' hourly rate was \$285 per hour, and he billed 516.50 on the matters. *Id.* at ¶  
19 6, Ex. A. Accordingly, Zygarewicz seeks \$147,202.50 in fees. *Id.*

20 Patricia Owens is another legal assistant who worked on the cases; she has been a legal  
21 assistant at Skadden Arps since 1987. *Id.* at ¶ 7. During the time she worked on the cases, Owens'  
22 hourly rate was \$285 per hour, and she billed 25 hours. *Id.* at ¶ 7, Ex. A. Owens seeks an award of  
23 \$7,125. *Id.*

24 Scott Lane has been a legal technology manager with Skadden Arps since 2005; he obtained  
25 his J.D. from U.C. Davis in 1989. *Id.* at ¶ 8. Lane's regular billing rate during the time he worked  
26

---

27 <sup>5</sup>In his previous Declaration, Allen attested that Breeding was seeking an award of \$132,288.00  
28 in fees for his work on the cases. (Allen Decl. ¶ 19, Ex. A, Dkt. #463.) In his more recent Declaration,  
Allen attests that that number was calculated in error based on incorrectly stating that Breeding's billing  
rate was \$440 per hour.

on the cases was \$320 per hour. *Id.* at ¶ 8, Ex. A. Lane billed 61.10 hours and seeks \$19,552.00 in fees. *Id.*

Kimberly Holbrook is a legal technology document analyst at Skadden Arps who worked on the matters; she has been with the firm since 2001. *Id.* at ¶ 9. Holbrook worked on the cases for 3.60 hours, and her regular billing rate at the time was \$65 per hour; she seeks \$234 in fees. *Id.* at ¶ 9, Ex. A.

All told, Skadden Arps seeks an award of \$2,253,995.34 in fees and costs. (Allen Decl., Ex. C, Dkt. #463; Allen Decl., Ex. A, Dkt. #527.)

*ii. Defendants' Opposition*

In response, Defendants argue that Skadden Arps' 2009 rates exceed market rates in the Northern District and the *Laffey Matrix*. *Id.* at 1:28-2:6. Defendants contend that, as to Allen, they "know[ ] of no case in which an attorney has been awarded a \$930 rate, much less, in a civil rights/ADA case to a 'pro bono' attorney with relevant experience." *Id.* at 3:1-2. Defendants maintain that a reasonable, in fact generous, rate for Allen would be \$510. *Id.* at 3:11-14. Defendants argue further that Allen's "private client" rate is not appropriate here, and that he must be awarded less than Wolinsky, Kohrman, and Paradis, as each is more experienced in litigating civil rights cases. *Id.* at 3:13-15. Defendants offer competing numbers for all Skadden Arps attorneys, from law school graduates to those with 9 years of practice.<sup>6</sup> *Id.* at 6:3-17. As to the legal and technology assistants at Skadden Arps who worked on the matters, Defendants contend, as they did with DRA, that paralegals should be awarded no more than \$225 per hour, \$195 for summer associates, and \$155 for all clerks. *Id.* at 7:9-14, n.21. Defendants contend that "technical assistants" are akin to paralegals, and thus should be awarded the rate of \$225 per hour. *Id.* at n.21.

*e. Analysis*

As discussed above, the Ninth Circuit does not tend to utilize the *Laffey Matrix*, and thus the undersigned declines to apply it in this matter. *Freitag*, 2009 WL 2485552, at \*2.

---

<sup>6</sup>For 9th year attorneys, Defendants argue that \$410 per hour is appropriate; for 8th year attorneys, \$400; for 7th year attorneys, \$390, for 6th year attorneys, \$380; for 5th year, \$350, for 4th year, \$335; for 3rd year, \$310; for 2nd year, \$305; for first year Skadden Arps associates, \$275; and for law school graduates, \$250. (Defs.' Opp'n 6:3-17, Dkt. #492.)

In support of their fee request, Plaintiffs offer the Declaration of Sanford Jay Rosen, an attorney who practices in the Northern District. (Rosen Decl. ¶ 1, Dkt. #466.) Rosen attests that he graduated from Yale Law School in 1962 and has since been a law professor, Assistant Legal Director of the ACLU, Legal Director at MALDEF, and is currently the senior partner at a law firm in San Francisco. *Id.* at ¶ 3. Rosen has litigated numerous civil rights, employment, and disability rights cases. *Id.* at ¶¶ 5-8. Rosen attests that he has become familiar with the rates charged by and billing practices of attorneys in California through his involvement in attorney's fees litigation, by representing other attorneys seeking fees, by reviewing attorney's fees applications and awards, and by conducting research in preparing to testify as an expert in attorney's fees matters. *Id.* at ¶ 10. Additionally, Rosen has published articles and lectured on the subject of statutory attorney's fees. *Id.* at ¶ 13. Rosen offers his own firm's 2010 hourly rate schedule, and attests that the rates are consistent with the rates charged by other firms in the Bay Area. *Id.* at ¶ 16, Ex. 2. Rosen attests that he has been a senior partner of several small law firms in San Francisco since 1976, and thus that he has been setting billing rates and practices for over 30 years. *Id.* at ¶ 15. The 2010 rates for his firm are up to \$800 for partners (himself) up to \$510 for associates, up to \$275 for paralegals, up to \$220 for other litigation support staff, and \$190 for law students. *Id.* at Ex. 2. Rosen attests that Plaintiffs' rates in this matter are "well within market rates" and thus are reasonable. *Id.* at ¶ 18.

Plaintiffs also offer the Declaration of Todd Schneider, a California attorney personally familiar with DRA, in support of their fee request. (Schneider Decl. ¶ 6, Dkt. #469.) Schneider attests that, as the founding attorney of a law firm that handles litigation — including litigation in the fields of consumer rights, employment, and disability rights — he believes that the hourly rates sought by DRA attorneys and staff are reasonable and comparable to other firms handling complex civil rights litigation in the Bay Area. *Id.* at ¶¶ 2, 3, 7. Schneider declares that the outstanding results achieved by Plaintiffs in the matters following lengthy litigation also merit the requested 1.65 multiplier. *Id.* at ¶¶ 12, 13.

In further support of their fee request, Plaintiffs offer the Declaration of William Alderman, a partner in the San Francisco office of Orrick, Herrington & Sutcliffe LLP. (Alderman Decl. ¶ 2, Dkt. #468.) Alderman attests that his practice focuses on business litigation and dispute resolution,



1 and that he is familiar with the hourly rates charged by attorneys handling complex litigation matters  
2 in the Bay Area. *Id.* at ¶¶ 6, 9. Alderman states that he co-authored a piece on fee arrangements,  
3 and that he reviews the billing practices of a wide variety of law firms in order to prepare annual  
4 updates to that piece. *Id.* at ¶ 9. Alderman declares that the majority of his practice involves  
5 securities class action defense, so he regularly reviews fee applications and related opinions in such  
6 matters. *Id.* at ¶ 10. Alderman's own hourly rate in 2010 is \$895 per hour. *Id.* at ¶ 11. Alderman  
7 attests that, upon review of the rates sought by DRA and AFL, the rates sought are well within the  
8 range of reasonableness for attorneys of comparable skill in non-contingency cases in the Bay Area.  
9 *Id.* at ¶ 13. Regarding Paradis, Alderman declares that he personally is aware of Paradis' reputation  
10 as an expert in disability rights cases. *Id.* at ¶ 14.

11 Finally, Plaintiffs offer the Declaration of Richard Pearl in support of their fee request. (Dkt.  
12 #467.) Pearl has been practicing law since his 1969 graduation from Boalt Hall. *Id.* at ¶ 3. Pearl  
13 specializes in issues related to attorney's fees litigation and has served as an expert, mediator, and  
14 arbitrator in attorney's fees matters. (Pearl Decl. ¶¶ 2, 6, Dkt. #467.) Pearl attests that more than  
15 ninety percent of his practice is devoted to issues involving court-awarded attorney's fees, and that  
16 he has been counsel in over 140 attorney's fees applications in both state and federal court. *Id.* at ¶  
17 5. Pearl states that he is frequently called upon to submit declarations regarding the reasonableness  
18 of attorney's fees, and that these declarations have been favorably cited by courts. *Id.* at ¶ 7. Pearl  
19 attests that the rates requested by DRA and AFL are in line with non-contingent market rates charged  
20 by attorneys of similar experience working on similar matters in the Bay Area, and thus are  
21 reasonable. *Id.* at ¶ 9. In his declaration, Pearl offers the rates awarded to counsel involved in this  
22 case in other matters. For example, in *Santa Fe Pointe L.P. v. Greystone Servicing Corp.*,  
23 C-07-5454 MMC, 2009 WL 3353449, at \*1 (N.D. Cal. 2009), the court awarded an attorney with 20  
24 years' experience his requested 2009 rate of \$675 per hour. In *Fitzgerald v. City of Los Angeles*,  
25 2009 WL 960825, at \*11 (C.D. Cal. April 7, 2009), the court awarded an attorney with 35 years'  
26 experience \$740 per hour, an attorney with 20 years' experience \$575 per hour, and an attorney with  
27 7 years' experience \$375 per hour. Law students and paralegals were awarded \$200 and \$175 per  
28



1 hour, respectively. *Id.* In addition to these district court cases, Pearl lists four Bay Area superior court cases where similar and even higher rates were awarded. (Pearl Decl. ¶ 9, Dkt. #467.)

3 Additionally, Pearl discusses *National Federation of the Blind*, 2009 WL 2390261 (N.D. Cal. 4 2009) a recent case in which Paradis was involved. In that matter, the court found reasonable the 5 following 2009 rates: \$745 per hour for an attorney with 47 years of experience, \$625 per hour for 6 23 years of experience, \$550 per hour for 21 years of experience, \$450 per hour for seven years 7 experience, \$400 per hour for 4 years experience, \$325 per hour for 3 years experience, \$285 per 8 hour for an attorney with one year of experience, \$225 per hour for paralegals, \$195 per hour for 9 summer associates, and finally, \$155 per hour for law clerks. (Pearl Decl. ¶ 9(a)(7), Dkt. #467.) 10 Paradis attests that the fees awarded in *National Federation of the Blind* were DRA's requested 2008 11 rates, for both attorneys and non-attorney legal staff. (Paradis Decl. ¶ 23, Dkt. #462.) In another 12 case involving DRA, *Kidd v. Cal. Dept. of Educ.*, No. JCCP 004468 (Cal. Superior Court March 4, 13 2009), Paradis attests that the same rates were awarded by the Alameda County Superior Court. 14 (Paradis Decl. ¶ 23, Dkt. #462.)

15 To determine the reasonableness of a rate, the court must look to the market rate for highly 16 qualified civil rights attorneys. *Lopez*, 385 F. Supp. 2d at 989. Plaintiffs have submitted numerous 17 declarations evidencing the qualifications of their attorneys and support for their requested rates. Of 18 course, Defendants have submitted myriad declarations and objections in response. Gregory Hurley, 19 lead counsel for Defendants, declares that his hourly rate is \$530, the highest hourly rate of any 20 timekeeper billing Defendants in the matter. (Hurley Decl. ¶ 20, Dkt. #493.) However, attorneys 21 with comparable civil rights experience have been awarded more in this District, and Plaintiffs have 22 submitted ample evidence that their rates are reasonable. For example, in *Prison News v.* 23 *Schwarzenegger*, 561 F. Supp. 2d 1095, 1105-06, (N.D. Cal. 2008), the court found that because a 24 high level of skill was involved and a significant amount of work was required to reach a settlement, 25 Rosen (the selfsame who submitted a declaration here), an attorney admitted to practice in 1962, was 26 entitled to his \$700 per hour requested rate. The court engaged in little analysis, stating that 27 Plaintiffs had submitted declarations evidencing higher hourly rates charged throughout the Bay 28 Area by many firms, and that much skill and work was required to reach a settlement. *Id.*

Accordingly, the undersigned finds that Plaintiffs have met their burden to show that DRA and AFL's requested rates are reasonable. Plaintiffs have submitted the declarations, listed above, of attorneys in the field who attest that the fees sought are reasonable. There is also case law involving these and other attorneys who were previously awarded similar fees for similar work.

Notably, no attorney submitted a declaration in support of Skadden Arps' fee request, other than Allen himself. However, as the undersigned has already found reasonable the fee requests submitted by DRA and AFL attorneys, it will award Skadden Arps attorneys similar amounts based on the rates sought by the other attorneys. The rates below are the rates the undersigned finds reasonable:

<b>DRA Attorneys</b>	<b>Years Experience</b>	<b>Reasonable Hourly Rate</b>
Sid Wolinsky	49	\$835
Laurence Paradis	25	\$730
Melissa Kasnitz	18	\$650
Ron Elsberry	23	\$640
Jennifer Bezoza	10	\$570
Roger Heller	9	\$560
Kevin Knestrick	7	\$535
Alexius Markwalder	7	\$535
Kasey Corbit	6	\$500
Mary-Lee Kimber	5	\$475
Stephanie Biedermann	3	\$350
Becca von Behren	2	\$290
Stephanie Enyart	1	\$265
Senior Paralegal	n/a	\$265
Summer Associates	n/a	\$245
Paralegals	n/a	\$225
Law Clerks	n/a	\$175
Case Clerks	n/a	\$165

AFL Attorneys	Years Experience	Reasonable Hourly Rate
Daniel Kohrman	26	\$740
Julie Nepveu	19	\$660
Summer Associates	n/a	\$245
<b>Skadden Arps Attorneys</b>		
José R. Allen	34	\$730 <sup>7</sup>
Sheryl Wu Leung	5	\$475
Jason Breeding	2	\$290
Nathaniel Fisher	2	\$290
Legal Assistants		\$245 <sup>8</sup>
Legal Technology Manager		\$245 <sup>9</sup>
Legal Technology Analyst		\$65 <sup>10</sup>

The undersigned must now determine whether the number of hours expended is reasonable.

2. Hours Reasonably Expended

Plaintiffs maintain that class counsel worked only as much as was necessary to fully protect the interests of a class facing a determined opposition with great resources in extremely complex litigation. (Pls.' Mot. 10:4-6, Dkt. #460.) Plaintiffs contend that much of the work performed was required because of tactics by Defendants which made the litigation more complex and time-consuming. *Id.* at 10:6-8. Plaintiffs maintain that Defendants' maneuver in 2007 of seeking to have the state claims dismissed, necessitating additional litigation and requiring Plaintiffs to re-file the state claims in state court, "greatly magnified the complexity and costs of the litigation by forcing the distinct but related federal and state claims to be pursued in two separate actions before two

---

<sup>7</sup>The undersigned recommends a rate equal to that of Paradis because, although Allen has practiced law for several years longer, Paradis has nearly a decade more experience practicing disability rights law.

<sup>8</sup>The undersigned recommends the rate equal to the reasonable rate for summer associates because Skadden Arps' Legal Assistants either have J.D.s or have spent nearly 20 years in their positions.

<sup>9</sup>The undersigned finds this rate reasonable as the Legal Technology Manager also holds a J.D.

<sup>10</sup>This is the requested rate, and considering the conservative amount requested, the undersigned finds it reasonable.

1 separate judges.” *Id.* at 10:22-24. In their papers, Plaintiffs discuss in detail the litigation tactics  
2 advanced by Defendants which required such additional litigation. Additionally, counsel for  
3 Plaintiffs all attest that they exercised billing judgment, “no-charging” over 660 hours billed and  
4 reducing the amount billed by an additional five percent across-the-board to err on the side of  
5 conservation. (*Id.* at 18:10-16; Paradis Decl. ¶ 30, Dkt. #462; Allen Decl. ¶¶ 27-28, Dkt. #463;  
6 Kohrman Decl. ¶ 34, Dkt. #464.)

7 In response, Defendants argue that Plaintiffs have not met their burden to justify the hours  
8 expended. (Defs.’ Opp’n 7:16-8:7, Dkt. #492.) Defendants contend that Plaintiffs did not make a  
9 good faith effort to exclude excessive, redundant, or otherwise unnecessary hours, and that the Court  
10 should deny fees for such hours. *Id.* at 8:8-9. Defendants argue that the involvement of thirty-plus  
11 Plaintiffs’ attorneys, interns, paralegals, clerks, and other assistants from three law firms necessarily  
12 caused duplicative work. *Id.* at 9:1-3. Defendants assert that Plaintiffs’ fees for “excessive internal  
13 conferencing” should be reduced by twenty percent to eliminate unnecessary hours which were a  
14 result of too many attorneys working on the case. *Id.* at 9:14-15. Next, Defendants argue that  
15 Plaintiffs’ block-billed hours (Kohrman and almost all Skadden Arps timekeepers) should be  
16 reduced by thirty-three percent because the Court can’t determine whether each task was reasonable.  
17 *Id.* at 10:10-12. Defendants further argue that Kohrman’s hours should be reduced by twenty  
18 percent for billing by one quarter hour increments. *Id.* at 10:12-15. Defendants contend that the  
19 Court should deny fees for entries where the subject matter is unidentified. *Id.* at 10:18-19.  
20 Defendants also assert that the Court should reduce any “media fees” by fifty percent. *Id.* at 11:11.  
21 Finally, Defendants argue that the Court should deny fees for clerical work, such as copying or  
22 printing. *Id.* at 11:11-13.

23 In their reply, Plaintiffs contend that Defendants have failed to justify any reduction in  
24 Plaintiffs’ hours because they have not shown that the time billed was obviously and convincingly  
25 excessive. (Pls.’ Obj. to Hurley Decl. 3:8-19, Dkt. #501.)

26 In granting a fee award, the court must explain how it arrived at the amount. *Moreno v. City*  
27 *of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). The explanation does not need to be elaborate;  
28 rather, it “must be concise but clear.” *Id.* (citing *Hensley*, 461 U.S. at 437). “Where the difference

1 between the lawyer's request and the court's award is relatively small, a somewhat cursory  
2 explanation will suffice. But where the disparity is larger, a more specific articulation of the court's  
3 reasoning is expected." *Id.* The party seeking the award of fees bears the burden of submitting time  
4 records detailing the hours spent; courts may reduce the award where the records do not justify the  
5 hours spent. *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210 (9th Cir. 1986). Courts also  
6 have discretion to reduce the amount of hours billed in the event that entries are block-billed, as a  
7 court will be unable to determine whether all time in the entry was reasonably expended. *Mendez v.*  
8 *County of San Bernadino*, 540 F.3d 1109, 1128-29 (9th Cir. 2008). Courts may also reduce fees for  
9 duplicative work, but only where that duplication is unnecessary. *Id.* at 1129.

10 It is within the court's discretion to reduce a fee award based upon careful review. However,  
11 "[d]espite the 'concise but clear' requirement, in cases where a voluminous fee application is filed[,]  
12 in exercising its billing judgment[,] the district court is not required to set forth an hour-by-hour  
13 analysis of the fee request." *In re Smith*, 586 F.3d 1169, 1174 (citing *Gates*, 987 F.2d at 1399).  
14 While the court has authority to make an across-the-board percentage cut in the number of hours  
15 claimed, rather than meticulously discuss each time entry, a reduction more substantial than ten  
16 percent will require clear explanation. *Id.* (citing *Moreno*, 534 F.3d at 1112). Accordingly, the  
17 undersigned will first discuss Defendants' contentions regarding certain excessive, duplicative, or  
18 non-billable entries, and will then provide an appropriate across-the-board percentage reduction  
19 recommendation.

20 *a. Fees on Fees*

21 In their motion, Plaintiffs argue that they are entitled to recover fees for the work expended  
22 in negotiating and attempting to recover their fees and costs. (Pls.' Mot. 4:2-4, Dkt. #460.) The  
23 total sought for fees on fees litigation by Plaintiffs is \$293,206. (Kohrman Decl. ¶ 35, Dkt. #464;  
24 Kohrman Decl. ¶ 8, Dkt. #499; Paradis Decl. ¶ 12, Dkt. #496.)

25 Paradis attests that counsel for the parties attempted to negotiate a resolution of Plaintiffs'  
26 claim for fees and costs on several occasions, including a mediation session before a retired judge  
27 and a settlement conference before Magistrate Judge Laporte. (Paradis Decl. ¶ 27, Dkt. #462;  
28 Paradis Decl. ¶ 10, Dkt. #496.) Paradis further attests that after these efforts were unsuccessful,

1 Plaintiffs proposed submitting the issue to an arbitrator, which Defendants refused to do. (Paradis  
2 Decl. ¶ 10, Dkt. #496.) Following this refusal, the parties again participated in an unsuccessful  
3 mediation before the retired judge. *Id.* Paradis attests that the time spent was reasonable in light of  
4 the multiple efforts to resolve the fee issue, as well as the time spent responding to Defendants'  
5 opposition to the rates requested by each timekeeper and Defendants' 150-plus evidentiary  
6 objections.<sup>11</sup> *Id.*

7 In their opposition, Defendants request that the Court (1) deny any fees for fee work done  
8 after Plaintiffs' initial motion was submitted; and (2) reduce the fees on fees demand in Plaintiffs'  
9 motion by ten percent to prevent Plaintiffs from recovering fees for boilerplate fee work used in  
10 other cases. (Defs.' Opp'n 25:2-7, Dkt. #492.)

11 In the Ninth Circuit, it is well established that the time spent by counsel in establishing the  
12 right to a fee award is compensable. *Davis*, 976 F.2d at 1544. Even where multiple attorneys work  
13 on the fee matter, their time is compensable as long as the work is not duplicative. *Id.* However,  
14 work on a fee motion that is boilerplate and has been used in other cases for similar purposes is not  
15 compensable. *Payne v. Bay Area Rapid Transit*, 2009 WL 1626588, at \*5 (N.D. Cal. 2009).

16 Defendants maintain that because DRA and AFL are experienced in fee litigation, sections of  
17 Plaintiffs' fee motion summarizing the law are similar to sections in other fee motions. (Defs.'  
18 Opp'n 25:7-10, Dkt. #492.) However, Defendants do not offer other fee motions as comparison.

19 Defendants also argue that Plaintiffs should not receive fees for Pearl's fee work, citing two  
20 earlier cases denying fees for his work. *Id.* at n.54. However, the undersigned finds that  
21 Defendants' largely unsupported argument is insufficient to prove that the work done by Plaintiffs  
22 on the fee litigation is duplicative. *Mendez*, 540 F.3d at 1129. In fact, Paradis attests that Plaintiffs  
23 could not recycle an old fee brief for the current litigation, and that research was required to  
24 establish current market rates, among other things. (Paradis Decl. ¶ 10, Dkt. #496.) Paradis further  
25 attests that the time spent on the current fee motion was reduced to the extent that the mediation  
26 brief and prior fee motions set for the facts and law pertinent to the matter at hand. *Id.* Accordingly,  
27

---

28 <sup>11</sup>The undersigned finds Defendants' myriad evidentiary objections entirely unhelpful to the  
resolution of the fee issue and, accordingly, will not address them or Plaintiffs' responses to each.

1 the undersigned RECOMMENDS awarding Plaintiffs the full amount sought for fees on fees, and as  
2 such will include that time in the calculations below.

3 *b. Fees Sought for Clerical Work*

4 “[P]urely clerical or secretarial tasks should not be billed at a paralegal rate, regardless of  
5 who performs them.” *Missouri v. Jenkins*, 491 U.S. 274, 288 n.10 (1989). Clerical work such as  
6 copying and scanning, mailing, and organizing and tabbing exhibits are not tasks that should be  
7 billed to clients; rather, they should be covered or subsumed by an attorney’s hourly rate, just as are  
8 the costs of overhead. *Leuzinger v. County of Lake*, C 06-0398 SBA, 2009 WL 839056, at \*4 (N.D.  
9 Cal. March 30, 2009). Other clerical tasks that cannot be billed, even at paralegal rates, include  
10 filing and updating the calendar. *Prison Legal News v. Schwarzenegger*, 561 F. Supp. 2d 1095,  
11 1102 (N.D. Cal. 2008). However, when those tasks are billed together with tasks which require  
12 document review or other legal analysis, only a partial reduction is proper. *Leuzinger*, 2009 WL  
13 839056, at \*5.

14 Defendants offer a fifty-three page table of Plaintiffs’ time entries which they argue are  
15 clerical and thus not properly billed. (Hurley Decl. ¶ 3, Dkt. #516-1.) Defendants categorize these  
16 time entries as: (1) creating binders; (2) calendaring; (3) call to court clerk; (4) check tentative  
17 ruling; (5) circulate (memos and transcripts); (6) locate contact info; (7) copy; (8) file; (9) find; (10)  
18 format; (11) mail; (12) organize; (13) print; (14) save/scan/route; (15) schedule; (16) met with self  
19 (i.e., Paradis enters time for meetings with himself); (17) serve (documents); (18) technical; and (19)  
20 train (on use of technical applications). *Id.* Defendants argue that work billed such as printing  
21 documents, routing unidentified documents to files, and saving and scanning documents do not  
22 require legal skill and thus must be deducted from the fee award. (Supp. Clarification of Deductions  
23 3:11-17, Dkt. #516.)

24 Upon review, the undersigned agrees with Defendants that many of the disputed tasks are  
25 entries for clerical work. However, the undersigned finds that tasks such as filing documents on  
26 ECF, revising and preparing documents referred to in the time records as “filings,” and organizing  
27 certain files in anticipation of preparing a motion are not clerical tasks. Additionally, many entries  
28 such as those billed for finalizing documents and reviewing emails regarding filings, editing and



1 conferencing regarding exhibits, reviewing declarations, internal conferencing regarding expert  
2 reports, communicating with class members, teleconferencing with opposing counsel, scheduling  
3 witnesses, scheduling depositions (rather than simply entering them on the calendar), service of  
4 documents and notices by clerks, and technical activities regarding trial software are neither clerical  
5 activities nor do they appear to have been properly listed as such by Defendants.

6 Quite unhelpfully, Defendants do not provide a dollar amount for the clerical activities which  
7 they request be reduced from the fee award. Nor do they bother to list sequentially the timekeepers'  
8 clerical activities or the number of hours they claim each timekeeper unnecessarily spent on clerical  
9 tasks. Because of these omissions, the undersigned cannot — without wasting an inordinate amount  
10 of time — determine an appropriate award minus certain non-billable clerical hours. As such, the  
11 undersigned estimates, by reading through the fifty-plus pages of allegedly clerical entries, that  
12 Defendants seek to eliminate approximately 765 hours of time they deem clerical tasks. (Hurley  
13 Decl. ¶ 3, Dkt. #516-1.) However, as stated above, a great deal of those tasks appear to have been  
14 appropriately billed. Accordingly, the undersigned recommends that the Court meet Defendants at  
15 the half-way point. The timekeepers' entries most frequently billed as clerical are law clerks and  
16 paralegals, and the undersigned has already determined that a reasonable rate for those timekeepers  
17 are \$175 and \$225, respectively, the average of which is \$200 per hour. Accordingly, the  
18 undersigned recommends a reduction of 382.5 hours for clerical tasks, at the rate of \$200 per hour.  
19 Thus, the undersigned RECOMMENDS that the fee award be reduced by \$76,500 for clerical work  
20 improperly billed by Plaintiffs.

21 *c. Fees Sought for Media Work*

22 “Where the giving of press conferences and performance of other lobbying and public  
23 relations work is directly and intimately related to the successful representation of a client, private  
24 attorneys do such work and bill their clients. Prevailing civil rights plaintiffs may do the same.”  
25 *Prison Legal News*, 561 F.Supp 2d at 1101 (citing *Davis*, 976 F.2d at 1545). However, “the district  
26 court should disallow any hours claimed by . . . counsel for public relations work which did not  
27 contribute, directly and substantially, to the attainment of . . . litigation goals.” *National Federation*  
28 *of the Blind*, 2009 WL 2390261, at \*4 (citing *Davis*, 976 F.2d at 1545).

1 According to Defendants, Plaintiffs billed Caltrans \$29,504.50 for media fees. (Hurley  
2 Decl., Ex. G, Dkt. #516-1.) As discussed above, Defendants ask the Court to reduce these fees by  
3 fifty percent. (Hurley Decl. ¶ 51, Dkt. #493.)

4 The *National Federation of the Blind* court noted that while media work is necessary to  
5 publicize the efforts of the plaintiffs and identify additional class members, media work is also a tool  
6 to promote the reputations of class counsel. *National Federation of the Blind*, 2009 WL 2390261, at  
7 \*4. On that basis, the court granted half of the hours sought for media fees. *Id.* Upon review of the  
8 hours sought here, the undersigned finds that deduction reasonable as well. Accordingly, the  
9 undersigned RECOMMENDS that Plaintiffs's fee award reflect a reduced rate of \$14,752.25 for  
10 Plaintiffs' work related to media efforts.

11 *d. Defendants' Remaining Challenges*

12 The remaining 350 pages of Defendants' challenges to Plaintiffs' time entries concern entries  
13 Defendants contend are duplicative, unnecessary, vague, and excessive. (Supp. Clarification of  
14 Deductions 1:26-13:7, Dkt. #516.) For example, regarding allegedly vague entries, Defendants  
15 argue that entries describing "status" telephone calls are so vague that it is impossible to determine  
16 whether the time expenditures were reasonable. *Id.* at 4:21-25. Defendants also contend that these  
17 entries are duplicative as there are so many that say exactly the same thing. *Id.* at 5:1-15. Another  
18 of Defendants' issues with Plaintiffs' allegedly duplicative entries is that the same exact entry with  
19 the same amount of time will be listed on the time sheet in both the state and federal action;  
20 Defendants maintain that this may evidence an over-estimation of time. *Id.* at 4:24-5:25.  
21 Defendants also seek a twenty percent overall reduction for entries billed as conferencing, arguing  
22 that the entries are vague and evidence excessive internal conferencing. *Id.* at 6:1-9. Finally,  
23 Defendants contend that the time billed on preparation of motions in limine, the state class  
24 certification motion, form interrogatories, and other trial preparation, including Plaintiffs' fees on  
25 fees work all require a significant deduction. *Id.* at 6:10-16:12. Defendants have gone so far as to  
26 create a table which suggests the exact award they believe Plaintiffs are entitled to after all of the  
27 suggested reductions, and that number is \$5,119,187.95. *Id.* at 16:8.

1 The undersigned has reviewed the hundreds of pages of double-sided time entries submitted  
2 by Plaintiffs, as well as the over 500 pages of Defendants' objections to those entries. Recalling that  
3 while "[t]he 'concise but clear' explanation requirement mandates that the district court explain the  
4 reasons for its fees award; it does not demand that the court make findings as to each of defendants'  
5 specific objections to plaintiffs' billing judgment[,]" the undersigned finds that a ten-percent across  
6 the board reduction in hours billed by Plaintiffs is appropriate. *Gates*, 987 F.2d at 1400. Although  
7 the undersigned has already recommended a sizable reduction for clerical tasks inappropriately  
8 billed as well as media fees, both billed predominately by support staff, further reductions to tasks  
9 performed by non-attorneys will also account for excessive or inappropriately billed tasks.

10 Most importantly, this ten percent reduction will account for any possibly duplicative entries,  
11 such as billing the exact same task to both the federal and state action or billing the same task as  
12 both merits work and fees work. (Supp. Clarification of Deductions 2:27-3:12, Dkt. #516.) Further,  
13 this reduction is meant to address Defendants' challenge to, for example, Plaintiffs' billing 385  
14 hours on preparing and opposing motions in limine, when the Court limited motions in limine to 15  
15 pages each and replies to 5 pages each, meaning that Plaintiffs billed a total of 385 hours on one  
16 fifteen-page motion, one five-page reply, and oppositions to Defendants' motions in limine. *Id.* at  
17 6:10-15. The ten percent reduction will also account for Defendants' concern that Plaintiffs  
18 mistakenly billed hours listed as not charged. *Id.* at 2:13-20. In sum, the undersigned has reviewed  
19 the time records submitted and Defendants' oppositions to them. While the undersigned finds that  
20 Plaintiffs have more than adequately documented their hours, this reduction is meant to compensate  
21 for the likely fact that there have been mistakes.

22 The undersigned will calculate the proposed ten percent reduction as follows. The fees  
23 sought by DRA, including fees on fees and absent costs, after a five percent across-the-board  
24 reduction and a no-charge for 412.1 hours, amounts to \$7,628,027.50.<sup>12</sup> (Paradis Decl. ¶¶ 30, 31,  
25 Dkt. #462; Paradis Decl. ¶¶ 26, 27, Dkt. #496.) Because the undersigned previously found  
26 appropriate the hourly rates requested by DRA, it is necessary only to deduct ten percent from this

---

27  
28 <sup>12</sup>Paradis does not supply the Court with this ultimate number. Rather, after careful calculations based on the amounts sought in Paradis' Declarations, the undersigned arrived at this amount.

fee request — \$762,802.75 — for a total award of \$6,865,224.75. The undersigned also found reasonable AFL’s requested rates, above. Kohrman attests that both he and Nepveu no-charged approximately 120 hours, and also applied a five percent across-the-board reduction, bringing the total amount of fees sought for merits and fees on fees work to \$673,697. (Kohrman Decl. ¶¶ 34, 35, Dkt. #464.) Thus, AFL’s fee award, after the ten percent additional deduction of \$67,370, is \$606,327.

For Skadden Arps timekeepers, the undersigned will calculate the proposed fee award as follows. First, the undersigned will adjust the hours billed by each timekeeper according to the hours eliminated by Allen, as attested to in his declaration. (Allen Decl. ¶ 27, Dkt. #463.) Next, the undersigned will multiply the previously determined reasonable rate for each attorney by the number of hours sought, add them together, and will deduct five percent from that number as Allen attests he has done, in his declaration. *Id.* at ¶ 28. To arrive at the final award due Skadden Arps, the undersigned will deduct ten percent from that figure.

Skadden Arps Attorneys	Reasonable Hourly Rate	Hours Billed	Rate Award Prior to Percentage Deductions
José R. Allen	\$730	1838.2 <sup>13</sup>	\$1,341,886
Sheryl Wu Leung	\$475	132.4	\$62,980
Jason Breeding	\$290	324.3	\$94,047
Nathaniel Fisher	\$290	179.3	\$51,997
Legal Assistants	\$245	454.75 <sup>14</sup>	\$111,413.75
Legal Technology Manager	\$245	61.1	\$14,969.50
Legal Technology Analyst	\$65	3.6	\$234
<b>Sub-Total</b>			\$1,677,527.25
<b>Minus 5%</b>			\$1,593,650.89

<sup>13</sup>In his declaration, Allen attests that he billed 1879.9 hours but no-charged 41.7 of them. (Allen Decl. ¶¶ 16, 27, Ex. A, Dkt. #463.)

<sup>14</sup>Zygarewicz and Owens were the legal assistants assigned to the case; together, they billed 541.5 hours. (Supp. Allen Decl. ¶¶ 6, 7, Ex. A., Dkt. #527.) Allen attests that he no-charged 34.5 hours for Zygarewicz and 52.25 for “other legal assistants.”

<b>TOTAL (after 10% reduction)</b>			\$1,434,285.80
------------------------------------	--	--	----------------

Accordingly, the total fee award, exclusive of costs, is as follows:

<b>DRA Lodestar</b>		\$6,865,224.75
<b>AFL Lodestar</b>		\$606,327
<b>Skadden Arps Lodestar</b>		\$1,434,285.80
	<b>Reduction for Clerical Work</b>	\$76,500
	<b>Media Reduction</b>	\$14,752.25
<b>Sub-Total</b>		\$8,814,585.30
<b>DRA Reduced Fee Award<sup>15</sup></b>		\$6,834,807.33
<b>AFL Reduced Fee Award</b>		\$575,909.59 <sup>16</sup>
<b>Skaaden Arps Reduced Fee Award</b>		\$1,403,868.38

3. Costs

Finally, to determine the ultimate fee award, the undersigned must determine the amount of costs due to Plaintiffs. The negotiated cap on costs is \$391,477. (Settlement Agreement Ex. 6 ¶ 5, Dkt. #465.) DRA seeks to recover \$290,422.86 for costs expended during litigation. (Paradis Decl. ¶ 27, Dkt. #496.) AFL seeks to recoup \$7,608.32 in costs incurred throughout litigation of the matters. (Kohrman Decl. ¶ 10, Dkt. #499.) Finally, Allen attests that Skadden Arps is entitled to \$76,397.84 in costs. (Allen Decl. ¶ 25, Dkt. #463.) Plaintiffs thus seek costs totaling \$374,429.02.

In their opposition, Defendants only dispute one aspect of Plaintiffs' costs — those used to compensate Plaintiffs' expert, Peter Margen. (Defs.' Opp'n 25:11-13, Dkt. #492.) Defendants argue that Margen's fee of \$71,686.73 is excessive given his "substandard performance." *Id.* at 25:13-14. Defendants cite to the transcript of the trial, which they argue depicts Margen attempting

---

<sup>15</sup>For purposes of clarity, the undersigned has divided the deductions (totaling \$91,252.25) by three (\$30,417.42), and will reduce each firm's fee award accordingly.

<sup>16</sup>Adjusted upward one cent so as to reflect the correct sub-total.

1 to distance himself from his expert opinions and not directly answering questions posed by counsel  
2 or the Court. *Id.* at 25:14-19.

3 In response, Paradis attests that Defendants take Margen's testimony and Judge Armstrong's  
4 remarks from the bench out of context. (Paradis Decl. ¶ 9, Dkt. #496.) Paradis points out that not  
5 only did Judge Armstrong find that Margen was qualified to testify as an expert, but also that  
6 Plaintiffs had no opportunity to perform a redirect examination of Margen because the trial recessed  
7 during Defendants' cross-examination of him. *Id.* However, Defendants offer no case law in  
8 support of their argument and thus the undersigned declines to reduce Plaintiffs' costs in the amount  
9 of Margen's fee.

10 Other deductions do appear appropriate. The Ninth Circuit has previously held that costs for  
11 word processing are not recoverable, as they are subsumed by overhead expenses. *Lopez*, 385 F.  
12 Supp. 2d at 1001. Although not challenged by Defendants, Skadden Arps seeks \$17,530.50 in costs  
13 for word processing, and the undersigned will thus deduct that amount from the total costs award.  
14 (Allen Decl. ¶ 25, Ex. C, Dkt. #463.) Similarly, DRA seeks \$3,553.00 in word processing costs,  
15 which the undersigned will deduct from the costs award. (Paradis Decl., Ex. G, Dkt. #462.)  
16 Accordingly, DRA is entitled to \$286,869.86 in costs; Skadden Arps is entitled to \$58,867.34 in  
17 costs; and AFL is entitled to the full amount of the costs it seeks. Thus, the undersigned  
18 RECOMMENDS a total costs award of \$353,345.52.

19 4. Award

20 Based on the foregoing, the total award of fees and costs would be \$9,167,930.82. For DRA,  
21 the total award would be \$7,121,677.19. For AFL, the total award would be \$583,517.91. For  
22 Skadden Arps, the total award would be \$1,462,735.72. However, the parties agreed to a maximum  
23 award of \$8.75 million in the Settlement Agreement, which reads:

24 Plaintiffs agree not to seek more than \$8.75 million for all Fees related to the  
25 Litigation, settlement, and future monitoring of these claims including any Fees for  
26 time spent preparing a fee motion. Plaintiffs' Attorneys expressly waive any claim  
27 for Fees in excess of \$8.75 million. The only additional Fees available for any work  
28 by Plaintiffs' Attorneys related to these claims would be any Fees ordered by the  
Court in future enforcement proceedings as provided for in Section 5.2.2.3 of the  
Settlement Agreement.

(Settlement Agreement, Ex. 6 ¶ 4, Dkt. #465.) The language is explicit; thus, the undersigned must RECOMMEND that the fee award, including fees on fees and costs, be the maximum amount contemplated in the Settlement Agreement, \$8.75 million. The undersigned will apportion the fee award for each firm according to the amount of the fee award, above. Accordingly, DRA is entitled to 77.7% of the fee award, \$6,798,750; AFL is entitled to 6.4% of the fee award, \$560,000; and Skadden Arps is entitled to 15.9% of the fee award, \$1,391,250.

Finally, the undersigned must address Plaintiffs' persistent contentions that they are entitled to a multiplier above the agreed-upon cap. (Pls.' Mot. 22:20-22, Dkt. #460.) Plaintiffs argue that a multiplier is necessary based on the exceptional results they attained in the face of vigorous opposition and in the absence of supporting precedent. (Pls.' Mot. 19:20-24, Dkt. #460.) Plaintiffs contend that they were required to turn down other cases in order to prosecute this litigation, that they faced great risk in working on these cases for three years, and argue on that basis that a multiplier is warranted. *Id.* at 20:13-19. Plaintiffs maintain that the public benefit resulting from their efforts in this litigation are so great as to merit a multiplier. *Id.* at 21:4-12.

Defendants argue that Plaintiffs are not entitled to a multiplier based on the language of the settlement agreement. (Defs.' Opp'n 12:12-17, Dkt. #492.) Defendants maintain that fees must be expressly limited to fees incurred for actual work performed pursuing claims pleaded in the litigation, and that fee enhancements do not reflect actual work performed. *Id.* at 12:19-22.

In addition to the language quoted above, the Settlement Agreement also provides that "Defendants shall pay Plaintiffs' Attorneys reasonable attorneys fees and costs for work pursuing the claims pleaded in the Federal Action and the State Action ("Fees" and "Costs"), subject to the limits set forth herein." (Settlement Agreement, Ex. 6 ¶ 2, Dkt. #465.) As do Defendants, the undersigned interprets the language in the Settlement Agreement to preclude Plaintiffs from seeking an award in excess of \$8.75 million. Plaintiffs' attempt to seek a multiplier by arguing that a fee enhancement is necessary in order to compensate for "the lack of future fee payments for monitoring" expressly contradicts the plain language of the Settlement Agreement. (Pls.' Opp'n 22:17-19, Dkt. #460.) That language reads "Plaintiffs agree not to seek more than \$8.75 million for all Fees related to the Litigation, settlement, and future monitoring of these claims . . . ."



(Settlement Agreement, Ex. 6 ¶ 4, Dkt. #465.) The Settlement Agreement language could not be more clear. In their reply, Plaintiffs again state that a fee enhancement “is particularly appropriate because Defendants insisted that the fee award for the merits work on the case cover all future monitoring for the next thirty years of the implementation period.” (Pls.’ Reply 15:13-15, Dkt. #495.) However, in their conclusion, Plaintiffs ask the Court to award the full cap of \$8.75 million, and do not mention a multiplier. *Id.* at 15:17-20. Regardless of whether this is a concession that they are entitled to that amount and not a dollar more, the undersigned finds that the Settlement Agreement precludes a fee enhancement and thus will not address Plaintiffs’ arguments that they are entitled to a multiplier.

#### IV. CONCLUSION

Based on the foregoing, the undersigned RECOMMENDS that the Court GRANT Plaintiffs’ motion for attorney’s fees as laid out above and award Plaintiffs’ counsel the full amount of the agreed-upon cap, \$8.75 million, apportioned as follows: DRA is entitled to \$6,798,750; AFL is entitled \$560,000; and Skadden Arps is entitled to \$1,391,250. Pursuant to 28 U.S.C. § 636(b)(1) and Federal Rule of Civil Procedure 72(b)(2), a party may serve and file objections to this Report and Recommendation within 14 days of being served.

**IT IS SO RECOMMENDED.**

Dated: December 13, 2010

  
\_\_\_\_\_  
MARIA-ELENA JAMES  
Chief United States Magistrate Judge

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

CALIFORNIANS FOR DISABILITY  
RIGHTS, INC. ("CDR"), CALIFORNIA  
COUNCIL OF THE BLIND ("CCB"), BEN  
ROCKWELL, AND DMITRI BELSER, on  
behalf of all others similarly situated,

Plaintiffs,

vs.

CALIFORNIA DEPARTMENT OF  
TRANSPORTATION ("CALTRANS") and  
WILL KEMPTON, in his official capacity,

Defendants.

Case No: C 06-5125 SBA

**ORDER ACCEPTING REPORT  
AND RECOMMENDATION**

The Court previously referred Plaintiffs' motion for attorneys' fees to Chief Magistrate Judge Maria Elena-James. On December 13, 2010, Magistrate Judge James issued her report and recommendation in which she recommended granting Plaintiffs' motion and awarding Plaintiffs the sum of \$8.75 million, the full amount of the parties' agreed upon cap on attorneys' fees. Dkt. 528 at 32.

Any objection to a report and recommendation must be filed within fourteen days of receipt thereof. Fed. R. Civ. P. 72(b); 28 U.S.C. § 636(b)(1); Civ. L.R. 72-2, 72-3. The district court must "make a de novo determination of those portions of the report to which objection is made," and "may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1); see also Civ. L.R. 72-3(a) (requiring that an objection be accompanied by a motion for de novo determination).


The deadline for filing an objection has passed, and the Court has received no objection to the report and recommendation. In the absence of a timely objection, the Court "need only satisfy itself that there is no clear error on the face of the record in order to

1 accept the recommendation.” Fed. R. Civ. P. 72, Advisory Committee Notes (1983) (citing  
2 Campbell v. U.S. Dist. Court, 501 F.2d 196, 206 (9th Cir. 1974)); see also United States v.  
3 Reyna-Tapia, 328 F.3d 1114, 1121 (9th Cir. 2003) (“The statute [28 U.S.C. § 636(b)(1)(C)]  
4 makes it clear that the district judge must review the magistrate judge’s findings and  
5 recommendations de novo *if [an] objection is made*, but not otherwise.”) (en banc).

6 The Court has reviewed the record on its face and finds no clear error. Accordingly,  
7 IT IS HEREBY ORDERED THAT the magistrate judge’s report and  
8 recommendation issued on December 13, 2010 (Dkt. 528) is ACCEPTED and shall become  
9 the Order of the Court. This Order terminates Docket Nos. 460 and 528.

10 IT IS SO ORDERED.

11 Dated: February 1, 2011

  
SAUNDRA BROWN ARMSTRONG  
United States District Judge

2009 WL 2390261, 22 A.D. Cases 611



KeyCite Yellow Flag - Negative Treatment

Distinguished by Rodgers v. Fitzgerald, N.D.Cal., September 7, 2016

2009 WL 2390261

Only the Westlaw citation is currently available.

United States District Court,  
N.D. California.

NATIONAL FEDERATION OF  
THE BLIND, et al., Plaintiffs,  
v.  
TARGET CORPORATION, Defendant.

No. C 06–01802 MHP.

|  
Aug. 3, 2009.

#### Attorneys and Law Firms

Rachel Elizabeth Brill, Schneider Wallace Cottrell Brayton Konecky LLP, San Francisco, CA, Roger Norton Heller, Laurence Wayne Paradis, Disability Rights Advocates, Oakland, CA, Daniel F. Goldstein, Mehgan Sidhu Capek, Brown Goldstein & Levy, LLP, Baltimore, MD, Peter Blanck Crouse-Hinds Hall, Syracuse, NY, Todd Michael Schneider, Joshua Geoffrey Konecky, Grady-Schneider, San Francisco, CA, for Plaintiffs.

Matthew Ian Kreeger, Morrison & Foerster LLP, San Francisco, CA, Robert Allen Naeve, Jones Day, Irvine, CA, David Frank McDowell, Harold J. McElhinny, Mary F. Hansbury, Michael James Bostrom, Stuart Christopher Plunkett, Morrison & Foerster LLP, Los Angeles, CA, Kristina Michelle Paszek, Attorney At Law Morrison & Foerster LLP, San Francisco, CA, for Defendant.

#### MEMORANDUM & ORDER

MARILYN HALL PATEL, District Judge.

\*1 Plaintiffs filed the instant action in the Superior Court for the State of California, County of Alameda, in February 2006. In March 2006, defendant removed the case to federal court. A period of intense litigation followed, culminating in the certification of the plaintiff class in October 2007. In April 2008, the parties reached a settlement and agreed, among other things, that defendant would pay plaintiffs' reasonable attorneys' fees and litigation costs in an amount to be determined by the court. On March 9, 2009, the court held

a fairness hearing and on March 10, 2009, the court granted final approval of the settlement. As part of the briefing on the fairness issues plaintiffs moved for attorneys' fees and costs. At the fairness hearing the court entertained arguments on the quantum of such fees and costs to which plaintiffs' counsel might be entitled. Having considered the parties' argument and submissions, the court enters the following memorandum and order.

#### BACKGROUND

Plaintiffs are a non-profit organization with the purpose of promoting the general welfare of blind persons, its California chapter, and individuals representing a national class and a California subclass of blind persons. Defendant Target Corporation operates approximately 1,400 retail stores nationwide, including 205 stores in California. Target.com is a website owned and operated by Target. By visiting target.com, customers can purchase many of the items available in Target stores.

Plaintiffs originally filed a class action in state court seeking certification of a class of California individuals. Plaintiffs alleged that Target.com was not accessible to blind persons, denying them full and equal access to Target stores in violation of California's Unruh Civil Rights Act, Cal. Civ.Code §§ 51, *et seq.*, and Disabled Persons Act, *id.* §§ 54, *et seq.* After defendant removed this action to federal court, plaintiffs amended their complaint to include a federal claim under the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181, *et seq.*

Defendant mounted a vigorous opposition. The court denied defendant's first motion to dismiss but also rejected plaintiffs' motion for a preliminary injunction. Plaintiffs filed a motion for class certification, which the court found partially deficient; the court granted plaintiffs leave to amend. Plaintiffs filed a corrected motion for certification, including numerous declarations of blind individuals from across the country documenting similar experiences with Target.com. Defendant deposed many of these persons, and, while the second motion for certification was pending, filed a motion for summary judgment. The court granted in part defendant's motion for summary judgment with respect to plaintiff Bruce F. Sexton's ADA claim but subsequently certified a national class and a California subclass. Plaintiffs replaced Sexton with James P. Marks and Melissa Williamson as representatives of the nationwide class.

\*2 Target sought an interlocutory appeal of the class certification before the Court of Appeals, which was denied. Target then filed a second motion to dismiss the ADA claim, which the court rejected as bordering on the frivolous. During this time, defendant had improved Target.com to make it more accessible using a plan submitted by plaintiffs prior to the commencement of this action.

The parties settled in September 2008. Defendant agreed to modify its website to meet accessibility guidelines and permit plaintiffs to monitor its continued compliance. Additionally, defendant established a six million dollar settlement fund to compensate members of the California subclass.

### LEGAL STANDARD

A prevailing plaintiff may petition for attorneys' fees under the fee-shifting provisions of the federal ADA, *see* 42 U.S.C. § 12205, the Unruh Act, *see* Cal. Civ.Code § 52(a), and the Disabled Persons Act, *see* Cal. Civ.Code § 54.3(a). All three statutes provide that prevailing plaintiffs may be entitled to reasonable attorneys' fees and costs, as determined by the court in its discretion. Under federal law, to be considered a prevailing party the plaintiff must effect a "material alteration of the legal relationship between the parties [whereby] the plaintiff becomes entitled to enforce a judgment, consent decree, or settlement against the defendant." *Farrar v. Hobby*, 506 U.S. 103, 113, 113 S.Ct. 566, 121 L.Ed.2d 494 (1992). Defendant does not dispute that plaintiffs are a prevailing party for the purposes of entitlement to fees and costs. While the statutes leave the award of attorneys' fees and costs to the court's discretion, "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, 103 S.Ct. 1933, 76 L.Ed.2d 40 (1983) (citation omitted). The court must determine the amount in fees and costs to which plaintiffs are reasonably entitled. *See id.* at 433.

When California law governs the claim, it also governs the award of fees. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir.2002). California allows courts to award attorneys' fees under the following circumstances:

[A] court may award attorneys' fees to a successful party against one or more opposing parties in any action which has resulted in the enforcement of an important right affecting the public interest if: (a) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons, (b) the necessity and financial burden of private enforcement, or

of enforcement by one public entity against another public entity, are such as to make the award appropriate, and (c) such fees should not in the interest of justice be paid out of the recovery .... Cal.Code Civ. Proc. § 1021.5. To establish reasonable attorneys' fees, California employs the lodestar method, which "multipl[ies] the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors ...." *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 26, 97 Cal.Rptr.2d 797 (Cal.Ct.App.2000).

### DISCUSSION

#### I. The Lodestar

\*3 The "lodestar is the product of reasonable hours times a reasonable rate." *City of Burlington v. Dague*, 505 U.S. 557, 559, 112 S.Ct. 2638, 120 L.Ed.2d 449 (1992) (citations omitted). The Supreme Court has established a "strong presumption" that lodestar fees are reasonable. *Id.* at 562. Plaintiffs' attorney bears the burden of submitting detailed records documenting "the hours worked and rates claimed." *Hensley*, 461 U.S. at 434. The court may reduce those hours if the documentation is inadequate, the submitted hours are duplicative or inefficient, or the requested fees appear excessive or otherwise unnecessary. *Id.*; *see also Chalmers v. Los Angeles*, 796 F.2d 1205, 1210 (9th Cir.1986).

#### A. Hourly Rates

Reasonable hourly rates are calculated by reference to "prevailing market rates in the relevant community," with a special emphasis on fees charged by lawyers of "comparable skill, experience, and reputation." *Davis v. City of San Francisco*, 976 F.2d 1536, 1546 (9th Cir.1992). As a general rule, the forum district represents the relevant legal community. *See Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir.1992). In this case, the forum district is the Northern District of California. Since these are market rates, and therefore subject to normal performance expectations, they "d[o] not already reflect an expectation of excellent results." *Vizcaino*, 290 F.3d at 1051. The court is satisfied that the plaintiffs' requested rates are in line with those billed by attorneys in this district experienced in complex litigation, as analyzed and thoroughly discussed by plaintiffs' attorneys' fees expert. *See* Docket No. 191 (Pearl Dec.).



While defendant does not dispute the rates charged by plaintiffs' lawyers, it does challenge the rates of summer associates and paralegals. Defendant also objects to funding plaintiffs' practice of using more expensive partner time for some drafting and research tasks. First, the court finds plaintiffs' evidence of paralegal and summer associate rates in this judicial district convincing, *see id.*, and notes that defendant's own counsel charges similar rates for paralegals, *see id.* at 23. Second, as this court has consistently held, the court may not condition fees on plaintiffs' counsel's conformance to the typical commercial law firm's pyramidal staffing structure. *See, e.g., Chabner v. United of Omaha Life Ins. Co.*, No. C 95-0447, 1999 WL 33227443, at \*5 (N.D.Cal. Oct.12, 1999) (Patel, J.). The legal profession is diverse enough to embrace a variety of ways of conducting effective litigation, some of which may involve partners with relevant expertise conducting research or preparing a witness. As this court noted in the past, the benefits of the pyramidal structure itself have been a subject of debate within the profession for some time. *See, e.g., United States v. San Francisco*, 748 F.Supp. 1416, 1432 (N.D.Cal.1990) (Patel, J.). Plaintiffs' proposed hourly rates are granted as requested.

#### B. Reduction of Fees

\*4 Plaintiffs request that all hours be counted as part of the lodestar, regardless of whether the hours were spent pursuing successful or unsuccessful motions. Defendant opposes paying any of the hours spent on unsuccessful motions or media appearances.

Hours spent on unsuccessful motions are excluded when the motion is unrelated to the prevailing plaintiff's successful claim. *Hensley*, 461 U.S. at 440. "Where a lawsuit consists of related claims, a plaintiff who has won substantial relief should not have his attorney's fee reduced simply because the district court did not adopt each contention raised. But where the plaintiff achieved only limited success, the district court should award only that amount of fees that is reasonable in relation to the results obtained." *Id.* The plaintiffs' attorney is entitled to reasonable remuneration for hours spent on a claim that contributes to the ultimate success of plaintiff's main goals. *See Cabrales v. County of Los Angeles*, 935 F.2d 1050, 1052 (9th Cir.1991).

In cases involving novel arguments or extensions of existing law, the proper test is whether it was reasonable at the time to work on an ultimately unsuccessful motion rather than ask whether, in hindsight, the plaintiff could have prevailed without it. *See Walsh ex rel. Walsh v. Tamalpais*

*Union High Sch. Dist.*, No. C-96-3037, 1998 U.S. Dist. LEXIS 22704 (N.D.Cal. Nov. 19, 1998) (Legge, J.). This was such a case. Plaintiffs' unsuccessful pursuit of a preliminary injunction yielded parts of the evidentiary record used to support their commonality argument at the certification stage. The plaintiffs are granted half of all hours spent litigating the unsuccessful preliminary injunction, in the amount of \$116,986.25.

Similar reasoning applies to plaintiffs' request for hours spent on their supplemental class certification briefing. This briefing should not be fully compensated, since it was necessitated by deficiencies in plaintiffs' first round of briefing. The plaintiffs are granted two-thirds of the hours spent on the supplemental class certification briefing, i.e., \$17,175.33, instead of the \$25,763 requested.

When a plaintiff's attorney gives press conferences or performs other public relations work directly and intimately connected to the successful representation of the client, he or she is entitled to compensation. *See Davis*, 976 F.2d at 1545. However, "the district court should disallow any hours claimed by [plaintiff's] counsel for public relations work which did not contribute, directly and substantially, to the attainment of [plaintiff's] litigation goals." *Id.* In class actions, it is doubly necessary to publicize plaintiffs' efforts in order to keep class members informed of the course of the action and to help identify additional class members. *See United States v. San Francisco*, 748 F.Supp. at 1423. While recognizing the important function of media work in class actions, the court also notes that the class counsel's reputation also stands to gain considerably. Accordingly, plaintiffs' counsel are granted half of the hours spent on media work, in the amount of \$13,969.75.

#### C. Unmodified Fees

\*5 The following fees, requested by plaintiffs and opposed by defendant, are granted in their entirety. Defendant challenged a number of insufficiently documented time entries, which the plaintiffs have agreed to offset by a five percent voluntary reduction in their merit-based fees. This voluntary reduction is sufficient to offset the flawed time entries identified. Defendant also asserts that preparation of an expert witness by two attorneys constituted unnecessarily duplicative billing. In fact, it is often more efficient for lawyers with complementary skill sets to cooperate in performing a task. The use of two attorneys for such a task is hardly extravagant.

Defendant also opposes awarding fees for travel time and time used to perform clerical tasks. The Ninth Circuit has established that travel time and clerical tasks are reasonably compensated at normal hourly rates if such is the custom in the relevant legal market. *See Davis*, 976 F.2d at 1543; *Trs. of the Constr. Indus. & Laborers Health & Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1256 (9th Cir.2006). Plaintiffs have documented this custom to the court's satisfaction. *See* Docket No. 198 (Paradis Dec.) ¶ 6. The custom in this district of charging for word processing and other clerical tasks has also been well-established. *See, e.g., Finkelstein v. Bergna*, 804 F.Supp. 1235, 1260 (N.D.Cal.1992) (Conti, J.) (finding that "it has become the prevailing practice in firms in the San Francisco area to bill clients separately for word processing support work").

Finally, defendant would exclude the time plaintiffs' counsel spent in connection with individuals who turned out not to be class members. In class actions, the outer edges of the class are often blurry and may require additional investigation to firmly establish class membership. This task will sometimes involve contacting or deposing individuals who might end up outside of the class definition. The test is the same as for unsuccessful motions: class counsel is entitled to compensation for his reasonable efforts as long as they advanced the class's ultimate goals. *Cabrales*, 935 F.2d at 1052. Here, the court finds it reasonable to compensate plaintiffs for these hours.

## II. Multiplier

Plaintiffs' counsel has requested a 2.0 multiplier, and defendant has argued that no multiplier whatsoever should be granted. There is a strong presumption that the lodestar—computed as the product of hours billed times a reasonable hourly rate—represents a reasonable fee. *See Dague*, 505 U.S. at 562. A party that requests an augmentation of its lodestar figure through the use of a multiplier bears the burden of showing "that such an adjustment is necessary to the determination of a reasonable fee." *Blum v. Stenson*, 465 U.S. 886, 898, 104 S.Ct. 1541, 79 L.Ed.2d 891 (1984); *see also Ketchum*, 24 Cal.4th at 1138, 104 Cal.Rptr.2d 377, 17 P.3d 735 (establishing that, under California law, "the party seeking a fee enhancement bears the burden of proof"). As a result, district courts will use a multiplier only in "rare and exceptional cases." *Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1119 (9th Cir.2000). This is such a case.

\*6 Federal law does not permit the use of multipliers in actions brought under fee-shifting statutes like the ADA,

*see Dague*, 505 U.S. at 566, but California law does, *see Ketchum*, 24 Cal.4th at 1138, 104 Cal.Rptr.2d 377, 17 P.3d 735. "When a party prevails under both federal and state law, the district court may apply the more generous provisions of state law in calculating a fee award, such as including a multiplier for contingent fee risk." *Fair Housing Council of San Diego v. Penasquitos Casablanca Owner's Ass'n*, 523 F.Supp.2d 1164, 1170 (S.D.Cal.2007), *citing Mangold v. Cal. Pub. Util. Comm'n*, 67 F.3d 1470, 1479 (9th Cir.1995). This action involved California claims and one federal claim. Under the circumstances of the case, it is reasonable for the court to consider applying a multiplier. A court may augment or reduce the lodestar figure in order to bring it in line with "the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao*, 82 Cal.App.4th at 50, 97 Cal.Rptr.2d 797. In determining the exact quantum of the multiplier, California courts evaluate several factors, including: "(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, [and] (4) the contingent nature of the fee award." *Ketchum*, 24 Cal.4th at 1132, 104 Cal.Rptr.2d 377, 17 P.3d 735.<sup>1</sup> The total fee amount is then compared against lodestar multipliers in comparable cases.

<sup>1</sup> In *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir.1975), the Ninth Circuit listed twelve factors courts should consider when evaluating attorneys' fees in federal cases. In addition to California's four factors, *Kerr* requires a district court to consider "the time and labor required, ... the customary fee, ... time limitations imposed by the client or the circumstances, the amount involved and the results obtained, the experience, reputation, and ability of the attorneys, the undesirability of the case, the nature and length of the professional relationship with the client, and awards in similar cases." *Id.* at 70. The court has already considered most of these factors in its determination of the lodestar amount, and now incorporates the remaining ones into its evaluation of the multiplier. Since the court is awarding the multiplier pursuant the more generous provisions of California law, it has structured the following discussion according to the four factors articulated by California precedent. *See Ketchum*, 24 Cal.4th at 1132, 104 Cal.Rptr.2d 377, 17 P.3d 735. To avoid double-counting, the court has excluded the factors already discussed in the lodestar from its evaluation of the multiplier. *See Morales v. City of San Rafael*, 96 F.3d 359, 363–364 (9th Cir.1996) (only factors "that are not



already subsumed in the initial lodestar calculation” are relevant).

#### A. Factors Affecting the Multiplier

Exceptional results in the face of vigorous opposition and in the absence of supporting precedent militate in favor of higher multiplier values. *See Vizcaino*, 290 F.3d at 1048. As discussed below, plaintiffs' litigation strategy involved the extension of important areas of disability law into an emerging form of electronic commerce that promises to grow in importance. While similar results in established areas of law might be less impressive or worthy of additional encouragement, it takes exceptional creativity to establish the lawfulness of extending established rights into uncharted legal territory. When successful, these efforts must earn a premium to encourage novel legal arguments and a stringent examination of the accessibility of new technologies. The alternative is a stagnant legal landscape where advances in technology render statutory protections ineffective or obsolete.

While every action enforcing a right sends a message to the losing party or others like it, presumably affecting their future behavior, the public must benefit in a more tangible way to warrant the award of a multiplier. *See Flannery v. Cal. Highway Patrol*, 61 Cal.App.4th 629, 637, 71 Cal.Rptr.2d 632 (Cal.App.1998). In *Flannery*, the state court found that a successful action, even when it sent a message that sexual discrimination and harassment would not be tolerated, failed to register as a significant public benefit. *Id.* The court found that the lawsuit's primary result was to secure a remedy for the plaintiff, while the public received only the generic assurance that anti-discrimination laws will be enforced. *Id.* Unlike the *Flannery* plaintiff, plaintiffs in this action have not only vindicated their own rights, but have created a six-million dollar damages fund for a California class, prompted defendant to effect substantial changes to its website enabling the plaintiff class to access it, and established for the first time that equal access to internet commerce is guaranteed under California law and partially protected by the ADA.

\*7 The scope and significance of plaintiffs' victory cannot be overlooked—nor has it been ignored by the country's largest retailers, many of whom promptly revised their websites following this lawsuit. *See* Docket No. 199 (Goldstein Dec.) ¶ 6 & Exh. C. As in *Heritage v. Town of Woodside*, Nos. A120749 & A120757, 2008 WL 4868816 (Cal.Ct.App.2008), a case in which the state court awarded a 2.0 multiplier, the present action “added to the jurisprudence of California on

legal issues of public interest” by expanding important civil rights to the disabled, with the assistance of little existing case law. *See id.* at 3. Plaintiffs have substantially achieved their goals. In addition to securing a six million dollar settlement fund, they have compelled defendant, and influenced other corporations, to alter their respective web presences. Plaintiffs have broken new ground in an important area of law.

Class counsel's skill is also a factor to be considered. In the court's estimation, and as demonstrated by the result obtained above, class counsel has prosecuted the instant action with exceptional skill. Not every tactical decision was flawless, as is almost always true, but the court has already reduced the lodestar to account for unsuccessful motions. The skill of class counsel supports a substantial multiplier.

Defendant does not dispute plaintiffs' counsel's representations that plaintiffs' counsel turned down other potential cases in order to pursue the instant case. The need to ensure a steady supply of excellent lawyers advocating public causes militates in favor of awarding a multiplier greater than one in this case. That said, the record does not indicate that any of plaintiffs' attorneys dedicated themselves exclusively to this case or document how many or what sort of opportunities were turned down in order to continue with this action. This factor militates in favor of a substantial multiplier, though not necessarily 2.0.

Risk of non-payment is also an issue to be considered. “A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services.” *Ketchum*, 24 Cal.4th at 1132–1133, 104 Cal.Rptr.2d 377, 17 P.3d 735, *citing* Posner, *Economic Analysis of the Law*, 534, 567 (4th ed.1992). After careful consideration, the *Ketchum* court declined to adopt the *Dague* rule. *Id.* at 1136–37, 104 Cal.Rptr.2d 377, 17 P.3d 735. “The purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important constitutional rights ... into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis.” *Id.* at 1133, 104 Cal.Rptr.2d 377, 17 P.3d 735.

Plaintiffs faced considerable risk in undertaking the present action. Defendant is correct that the risk of non-payment of any recovery was low considering Target's financial resources. However, defendant makes a basic mathematical error by suggesting that risk should be discounted because the

work was divided among multiple firms. Merely because the risk was spread around to more than one firm does not mean that the risk of losing the lawsuit was somehow diminished: the amount at stake is less for each firm, but the risk of not getting paid remains the same.

\*8 In terms of the risk that plaintiffs would not prevail, it should be noted that defendant is a large national corporation whose resources dwarfed those available to plaintiffs. The arguments were new, the law uncharted. Defendant's arguments threatened to derail plaintiffs' strategy on more than one occasion. Without much legal precedent to guide their assessment of risk, plaintiffs' attorneys can hardly be faulted for seeking a higher than usual return on their investment. In summary, this was a substantially risky case; it merits a substantial multiplier.

#### B. Multipliers in Similar Cases

California state courts have awarded multipliers greater than one for successful cases brought under the Unruh Act and federal law, placing special emphasis on the results obtained. *See, e.g., Donovan v. Poway Unified School Dist.*, 167 Cal.App.4th 567, 628, 84 Cal.Rptr.3d 285 (2008) (awarding a 1.25 multiplier in light of the case's difficulty and risk, but declining to grant the 1.7 multiplier plaintiffs had requested). When plaintiffs have been only partially successful in their claims or the lawsuit proved unexceptional, the courts have on occasion reduced the multiplier to less than 1, reflecting factors such as the fraction of the claims that plaintiffs failed to win or the quality of counsel's legal representation. *See, e.g., Fair Hous. Council v. Penasquitos Casablanca Owner's Ass'n*, 523 F.Supp.2d 1164, 1178 (S.D.Cal.2007) (granting a 0.61 multiplier).

Courts have awarded 2.0 multipliers in those few exceptional cases where the risk of non-payment was so overwhelming that it had to be offset by the expectation of substantial attorneys' fees. In *Woodside*, which plaintiffs cite in support of a 2.0 multiplier, the court noted that the 2.0 multiplier was generous but found it to be within the range of acceptability, given the uncertainty of the outcome and protracted appellate litigation. 2008 WL 4868816 at \*7. Discussing the multipliers generally awarded in the San Francisco area, this court previously underscored that 2.0 was usually the upper limit for cases that involved novel issues, high risk, and low availability of comparable counsel. *See United States v. San Francisco*, 748 F.Supp. 1416, 1435–1436 (N.D.Cal.1990) (Patel, J.).

Even when courts have declined to grant multipliers of 2.0, they have adjusted multipliers upward to reflect delays in expected payment and the counsel's effective loan of legal services to the client class. *See, e.g., Stevens v. Vons Cos.*, 2d Civil Nos. B196755, B201528, 2009 WL 117902, at \*10 (Cal.Ct.App.2009) (upholding 1.4 and 1.6 multipliers in light of three-year duration of the lawsuit during which class counsel received no compensation); *Donovan*, 167 Cal.App.4th at 628, 84 Cal.Rptr.3d 285 (affirming a 1.25 multiplier where risk and novelty of arguments were factors but rejecting a 1.75 value as excessive). Like the prevailing plaintiffs in *Stevens*, plaintiffs' victory came only after multi-year litigation during which class counsel received no fees.

\*9 The instant case also resembles a previous decision of this court, involving the same counsel, a similarly large retailer, and a comparable victory. *See Lieber v. Macy's West, Inc.*, 80 F.Supp.2d 1065, 1066 (N.D.Cal.1999) (Patel, J.). The court emphasized the risk associated with the counsel's decision to represent the class, ultimately resulting in a bench trial. The attorneys' fee award included a 1.75 multiplier. *Lieber v. Macy's West, Inc.*, No. C 96–2955 (N.D. Cal. Dec 18, 2000) (Patel, J.). Unlike the *Lieber* plaintiffs, plaintiffs in the present case settled before the trial stage and, in the court's estimation, took on a somewhat smaller risk.

In light of these considerations, the court grants a multiplier of 1.65.

Defendant urges the court to cross-check the final fee award obtained through the multiplier method against percentage awards in common fund cases. It cites a Colorado district court decision that cross-checked a lodestar total only against the part of the settlement that could be monetized with certainty. *See Lucas v. Kmart Corp.*, No. 99–CV–01923, 2006 WL 2729260 (D.Colo. July 27, 2006). In *Lucas*, the Colorado court relied upon a common fund case, *Vaszlavik v. Storage Tech. Corp.*, No. 95–B–2525, 2000 U.S. Dist. LEXIS 21140, 2000 WL 1268824 (D.Colo. Mar. 9, 2000), to cross-check the lodestar against a thirteen million dollar damages fund while ignoring the admittedly “comprehensive and far-reaching” injunctive relief the plaintiff had obtained. *Id.* at \*2. The court declines to follow this path in the instant case. Here, the primary remedy sought by plaintiffs was injunctive relief, not monetary damages. The court need not limit itself to monetary damages or cash settlement funds in assessing the benefits of a litigation. *Vizcaino*, 290 F.3d at 1049. Some important benefits are difficult to quantify, such as clarifying a certain area of law, *id.*, forcing changes in corporate policies affecting

2009 WL 2390261, 22 A.D. Cases 611

thousands of individuals, *id.*, or educating the public that the law requires them to accommodate persons with disabilities, *Fischer*, 214 F.3d at 1120.<sup>2</sup> These are more than merely “technical” victories; they are the very heart of what plaintiffs sought to accomplish. *See id.*

2 Plaintiffs' counsel contend that their work on this case has greatly increased access to target.com for tens of thousands of blind people. Defendants note that the accessibility of target.com was a disputed issue and that no conclusive finding was made. Yet there is ample evidence in the record of defendant's significant moves to upgrade the accessibility of its website.

### III. Costs Other Than Attorneys' Fees

Plaintiffs, as the prevailing party, are entitled to costs other than attorneys' fees, unless otherwise provided by federal statute. Fed.R.Civ.P. 54(d)(1). Defendant does not dispute plaintiffs' requested total, which the court views as well-documented and reasonable. Costs are granted in their entirety, in the amount of \$194,353.

### IV. Fees on Fees

“[T]ime spent by counsel in establishing the right to a fee award is compensable.” *Davis*, 976 F.2d at 1544. California also allows the prevailing party's counsel to recover a “fee on fees,” since otherwise the interminable litigation related to fees would frustrate the “purpose behind statutory fee authorizations[, which are meant to] encourage attorneys to act as private attorneys general and to vindicate important rights affecting the public interest.” *Ketchum v. Moses*, 24

Cal.4th 1122, 1133–1134, 104 Cal.Rptr.2d 377, 17 P.3d 735 (Cal.2001). After a review of the time records plaintiffs have submitted, the court has determined that \$125,000 constitutes a reasonable award of fees for time used litigating fees and costs, rather than the requested \$160,000.

### V. Calculation of Fees

\*10 The award of fees and costs is calculated as follows. Plaintiffs' request for \$2,321,050.50 in attorneys' fees is reduced by \$13,969.75 (media), \$116,986.25 (preliminary injunction), and \$8,587.66 (supplemental class certification briefing). The total after these reductions is \$2,181,506.83. Applying a 5% voluntary reduction in fees, the lodestar merit fees to which plaintiffs are entitled becomes \$2,072,431.49. Applying a 1.65 multiplier to this amount yields a total merit-based fee of \$3,419,511.96. Additionally, the court awards costs of \$194,353 and fees on fees of \$125,000.

### CONCLUSION

Plaintiffs' motion for reasonable attorneys' fees and costs is GRANTED as described above. Attorneys' fees and costs shall be awarded in the amount of \$3,738,864.96.

IT IS SO ORDERED.

### All Citations

Not Reported in F.Supp.2d, 2009 WL 2390261, 22 A.D. Cases 611

End of Document

© 2019 Thomson Reuters. No claim to original U.S. Government Works.

1  
2  
3  
4  
5  
6 UNITED STATES DISTRICT COURT  
7 NORTHERN DISTRICT OF CALIFORNIA  
8

9 COMMUNITY RESOURCES FOR  
10 INDEPENDENT LIVING, a California non-  
11 profit corporation, on behalf of itself;  
12 DORENE GIACOPINI, an individual, on  
13 behalf of herself and all others similarly  
14 situated; STUART JAMES, an individual,  
15 on behalf of himself and all others similarly  
16 situated;

17 Plaintiffs,

18 v.

19 MOBILITY WORKS OF CALIFORNIA,  
20 LLC., a California limited liability  
21 corporation; and WMK, LLC., an Ohio  
22 limited liability corporation;  
23 Defendants.

Case No. 4:18-cv-06012-JSW

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FEES  
AND COSTS, AND APPROVING  
INCENTIVE AWARDS FOR NAMED  
PLAINTIFFS**

Judge: Hon. Jeffrey S. White

## I. INTRODUCTION

Plaintiffs filed this class action lawsuit in October 2018, alleging that Mobility Works—one of the country’s largest providers of wheelchair accessible vehicles for sale or rent, and a major installer of adaptive devices<sup>1</sup>—employed two policies that discriminated against drivers with disabilities. *See* ECF No. 1 at ¶¶ 1-2, 27-31. First, Plaintiffs alleged that Mobility Works would not install hand controls or other adaptive devices in rental cars when drivers with disabilities needed and requested them. *Id.* at ¶¶ 1-2, 27-28. Second, Plaintiffs alleged that before Mobility Works would install such devices in a vehicle, it required people with disabilities who needed them to undergo unnecessary and burdensome “certification” courses that were not imposed on any nondisabled drivers. *Id.* at ¶¶ 1-2, 29-31.

Defendants do not admit these allegations, and do not concede liability. However, after nearly a year of negotiations—including two private mediation sessions, multiple telephonic meetings, and several settlement proposals from each side—the Parties have reached agreement on a proposed class-wide settlement. As part of this settlement, Defendants have agreed to pay Plaintiffs a total of \$150,000 to compensate them for attorneys’ fees, expenses and costs incurred through final approval. *See* Betouliere Decl., Ex. 1 (“Settlement”) at § 6. Defendants have also agreed to pay individual Plaintiffs Dorene Giacopini and Stuart James \$2,000 each as compensation for services rendered to the class. Settlement at § 7.

Plaintiffs now request that this Court enter an order approving both amounts. Specifically, Plaintiffs ask this Court to find that the Parties’ negotiated \$150,000 fee and cost award is fair and reasonable in light of Plaintiffs’ full lodestar, and to approve the reasonableness of the work and rates underlying that lodestar amount. In addition, Plaintiffs ask that this Court approve the \$2,000 incentive award to named Plaintiffs Giacopini and James, each of whom assert that they have devoted at least 20 hours time and effort to this case—work that their attorneys affirm is reflected throughout the Parties’ settlement agreement, and that was

---

<sup>1</sup> Such devices include hand controls, which allow drivers to accelerate or brake using their hands instead of their feet; steering knobs, which allow for one-handed steering; and pedal extensions, which allow drivers whose feet would not otherwise reach the pedals to drive.

instrumental in achieving an excellent outcome on behalf of a nationwide class. Plaintiffs state that both amounts were negotiated with the assistance of a neutral third-party mediator, after all other substantive settlement terms had been resolved.

Having presided over the proceedings in the above-captioned action and considered all the arguments, pleadings, records, and papers on file, this Court finds and orders as follows:

## II. FINDINGS

### A. As the prevailing party, Plaintiffs are entitled to recover their reasonable attorneys' fees and costs.

Plaintiffs who prevail on ADA claims are entitled to recover their reasonable attorneys' fees and costs. *See* 42 U.S.C. § 12205. The same is true for plaintiffs who prevail on Unruh Civil Rights Act claims, but under that law an award is *mandatory*. Cal. Civ. Code § 52(a); *Engel v. Worthington*, 60 Cal. App. 4th 628, 632–35 (1997); *Morales v. Whole Foods Mkt., Inc.*, No. C 12-01072 CRB, 2013 WL 3967639, at \*2 (N.D. Cal. July 31, 2013).

Under both state and federal law, a plaintiff prevails and is entitled to fees “when he or she enters into a legally enforceable settlement agreement against the defendant.” *Barrios v. Cal. Interscholastic Fed’n*, 277 F.3d 1128, 1134 (9th Cir. 2002); *see also Richard S. v. Dep’t of Developmental Servs. of St. of Cal.*, 317 F.3d 1080, 1088 (9th Cir. 2003); *Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1074 (N.D. Cal. 2010). Upon final approval, Plaintiffs will have secured such a settlement in this case, and Defendants acknowledge that final approval of this agreement will make Plaintiffs “prevailing parties for the purposes of awarding reasonable attorneys’ fees, expenses, and costs.” *See* Settlement at § 6.2.

### B. The Parties’ negotiated fee and cost award is fair and reasonable.

In the context of a class settlement, “courts have an independent obligation to ensure that” any award of fees and costs “is reasonable, even if the parties have already agreed to an amount.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). Having considered all relevant materials, the Court finds that the negotiated \$150,000 fee and cost award in this case is reasonable, as explained in more detail below.

Plaintiffs’ full lodestar, calculated by multiplying the number of hours Plaintiffs



1 reasonably expended on the litigation by their reasonable hourly rate, is the presumptively  
 2 reasonable attorneys' fee. *See Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 552 (2010);  
 3 *Morales v. City of San Rafael*, 96 F.3d 359, 363 (9th Cir. 1996), *amended*, 108 F.3d 981 (9th Cir.  
 4 1997). This amount—currently **\$200,208**—is far more than the agreed-upon \$150,000 fee and  
 5 cost award in this case.

6 1. The time Plaintiffs' counsel billed to this case was reasonable.

7 As the Ninth Circuit has recognized, lawyers have little incentive to “spend unnecessary  
 8 time” on civil rights cases taken on contingency, and in considering such cases, “the court should  
 9 [generally] defer to the winning lawyer’s professional judgment as to how much time [they] were  
 10 required to spend[.]” *See Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008). In  
 11 determining what was reasonable, courts are also mindful that there are “crucial differences  
 12 between prosecuting and defending a case.” *Chabner v. United of Omaha Life Ins. Co.*, No. C-  
 13 95-0447-MHP, 1999 WL 33227443, \*3 (N.D. Cal. Oct. 12, 1999); *see also Ferland v. Conrad*  
 14 *Credit Corp.*, 244 F.3d 1145, 1151 (9th Cir. 2001) (per curiam) (detailing differences).

15 Here, Plaintiffs' counsel have provided records showing that they spent 565.8 total hours  
 16 on this litigation through March 31, 2020, and that they have removed over 93 of these hours  
 17 from their lodestar calculation in an exercise of billing discretion. In consideration of the novelty  
 18 of this case and the results achieved, the Court finds that the remaining 472.6 hours that comprise  
 19 the lodestar calculation for Plaintiffs' counsel were reasonably incurred. However, even if some  
 20 excessive or duplicative time remained, such time would be more than accounted for by the  
 21 negotiated \$150,000 fee and cost award in this case, which represents more than a 25% reduction  
 22 from Plaintiffs' full lodestar.

23 2. The current hourly rates for Plaintiffs' counsel—which form the basis of  
 24 their lodestar calculation—are reasonable and approved.

25 Plaintiffs' lodestar is based on the following 2020<sup>2</sup> rates:

26 <sup>2</sup> During the pendency of this matter, Plaintiffs' counsel has not received any fees, despite having  
 27 devoted hundreds of hours to the case. To account for this delay in payment, Plaintiffs are  
 28 entitled to compensation at their counsel's current 2020 hourly rates. *See Perdue v. Kenny A.*,  
 559 U.S. 542, 556 (2010); *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 583–84  
 (2004), *as modified* (Jan. 12, 2005).



<u>Attorney</u>	<u>Rate</u>	<u>Graduation Year</u>
Stuart Seaborn	\$795	1998
Thomas Zito	\$525	2010
Sean Betouliere	\$425	2015
Jessica Agatstein	\$395	2016

<u>Other Professional Staff</u>	<u>Rate</u>	
Summer Associate/Extern	\$280	
Paralegal	\$275	
Law Clerk/Litigation Assistant	\$230	

Plaintiffs' counsel's standard hourly rates are regularly approved in the Northern District of California. *See Cole v. Cty. of Santa Clara*, No. 16-CV-06594-LHK, Dkt. No. 86 (N.D. Cal. Mar. 21, 2019) (awarding 2018 rates of \$775 for Mr. Seaborn, \$525 for an attorney with eight years of experience, and \$425 for an attorney with five years of experience); *see also Nat'l Fed'n of the Blind v. Uber Techs., Inc.*, No.14-cv-04086 NC, Dkt. Nos. 139, 144, 193 (N.D. Cal.) (approving DRA's 2016 rates); *G.F. v. Contra Costa Cty.*, No. 13-cv-03667-MEJ, Dkt. No. 307 (N.D. Cal. Nov. 25, 2015) (approving settlement fees based on 2014 rates); *Gray v. Golden Gate Nat'l Recreation Area*, No. 3:14-cv-00511, Dkt. No. 26 (N.D. Cal. July 10, 2014) (finding requested rates reasonable to support negotiated lodestar); *Californians for Disability Rights v. Cal. Dep't of Transp.*, No. C 06-5125 SBA, Dkt. No. 528, 529 (N.D. Cal.) (finding 2010 rates reasonable); *Nat'l Fed'n of the Blind v. Target Corp.*, No. C 06-01802 MHP, 2009 WL 2390261 (N.D. Cal. Aug. 3, 2009) (finding 2008 rates reasonable).

The Court finds that the current 2020 rates for Plaintiffs' counsel, as set out above, are reasonable and in line with prevailing San Francisco Bay Area market rates for similar work performed by attorneys of comparable skill, experience, and reputation. *See Chalmers v. City of L.A.*, 796 F.2d 1205, 1210–11 (9th Cir. 1986); *see also Prison Legal News v. Schwarzenegger*,

608 F.3d 446, 455 (9th Cir. 2010); *Davis v. City and Cty. of S.F.*, 976 F.2d 1536, 1545–46 (9th Cir. 1992), *vacated in part on other grounds*, 984 F.2d 345 (9th Cir. 1993); *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir. 1992) (holding that the “relevant legal community” is the forum district for the action in which fees are sought).

3. Plaintiffs are entitled to be compensated for their reasonable costs.

Prevailing litigants are entitled to recover statutory costs under 28 U.S.C. § 1920, as well as all “out-of-pocket expenses that would normally be charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (internal quotation marks and citations omitted); *Woods v. Carey*, 722 F.3d 1177, 1180 n.1 (9th Cir. 2013). Here, Plaintiffs state that they incurred reasonable and compensable costs of over \$3,000 in the course of bringing this case to fruition—money spent primarily to retain Communication Access Real-Time Translation (CART) interpreters so that a deaf plaintiff could participate in mediation, as well as for deposition transcription, legal research, Plaintiffs’ share of the fee for private mediation, and attorney travel. The Court finds that such expenses are likely reasonable and recoverable, but because Plaintiffs’ full reasonable lodestar is already well in excess of the negotiated \$150,000 fee and cost amount, it need not reach this issue.

C. The Parties’ negotiated \$2,000 incentive awards to Plaintiffs Giacopini and James are reasonable, and approved.

The \$2,000 incentive awards Plaintiffs Stuart James and Dorene Giacopini will receive as part of the Parties’ proposed settlement—meant to compensate them for their considerable efforts on behalf of the class—are reasonable and approved.

According to the uncontested declarations of Plaintiffs and their counsel, both Mr. James and Ms. Giacopini were active participants in this action, and devoted at least 20 hours of their time and effort to this case on behalf of both themselves and the class—engaging in multiple discussions with counsel regarding goals and strategy; reviewing and providing feedback on all pleadings, settlement drafts, proposals, and related correspondence; and participating actively in the Parties’ successful JAMS mediation with Mr. Loeb. Moreover, as long-time drivers and users of adaptive equipment, they assertedly provided Plaintiffs’ counsel with crucial input regarding

1 what policy and practice changes were possible, and what would be needed to provide effective  
 2 relief to the class: input and effort that is reportedly reflected throughout the Parties' proposed  
 3 agreement. Finally, in negotiating this settlement on behalf of the class, both Mr. James and Ms.  
 4 Giacomini gave up their right to pursue damages against Mobility Works—a right that is retained  
 5 by every other member of the proposed class. Settlement at § 8.3.

6 Courts in the Northern District regularly approve incentive awards at or above this  
 7 amount for similar amounts of work, and, in fact, have found larger "\$5,000 incentive awards to  
 8 be presumptively reasonable." *Salamanca v. Sprint/United Mgmt. Co.*, No. 15-cv-05084-JSW,  
 9 2018 WL 1989568, at \*4 (N.D. Cal. Mar. 9, 2018) (White, J.) (awarding a \$5,000 incentive  
 10 award for between 20 and 30 hours of work attending mediation, assisting class counsel, and  
 11 searching for documents; collecting cases as to \$5,000 awards).

### 12 **III. CONCLUSION**

13 For the reasons stated above, Plaintiffs' motion is GRANTED in full.

14 IT IS SO ORDERED.

15  
 16 DATED: \_\_\_\_\_, 2020

\_\_\_\_\_  
 Judge Jeffrey White