UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

CARINA HO and CHRISTINA MILLS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

THE HERTZ CORPORATION; HERTZ GLOBAL HOLDINGS, INC.; and RENTAL CAR INTERMEDIATE HOLDINGS, LLC,

Defendants.

Case No. 3:24-cv-01066-MMC

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS

Judge: Honorable Maxine M. Chesney
Date: August 21, 2026
Time: 9:00 a.m.
Crtrm.: 7

INTRODUCTION

Before the Court is Plaintiffs' motion for an award of attorneys' fees and costs, pursuant to the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12205, and in accordance with the proposed Class Settlement Agreement, ECF No. 73-5 ("Agreement"). Plaintiffs Carina Ho and Christina Mills ("Plaintiffs") filed this class action in February 2024 alleging that Defendants The Hertz Corporation, Hertz Global Holdings, Inc., and Rental Car Intermediate Holdings, LLC (collectively "Hertz" or "Defendants") discriminate against potential Hertz customers who need hand controls to operate a rental vehicle. ECF No. 1. Plaintiffs' complaint alleges claims for violations of Title III of the ADA and California's Unruh Civil Rights Act. *Id*. ¶¶ 70–108. The complaint seeks an injunction on behalf of the named plaintiffs, a proposed nationwide class, and a proposed California subclass; actual and/or statutory damages on behalf of the named plaintiffs only; and declaratory relief. *Id*. ¶¶ 109–13.

After completing full fact discovery, disclosing expert reports, participating in three settlement conference sessions before Magistrate Judge Joseph C. Spero, and exchanging several drafts of a written agreement with Defendants, but prior to class certification, Plaintiffs obtained a class settlement that requires Hertz to make nationwide changes to its policies and practices. Among other things, the Agreement: (1) increases the Settlement Class's access to vehicle models in Defendants' fleet by expanding Hand Control availability to minivans; (2) ensures Defendants will provide Left-side and Right-side Hand Controls in a number of other vehicle models; (3) preserves the Settlement Class's access to vehicle models that are currently part of Hertz's fleet by including provisions to address the potential that a manufacturer will begin installing knee bolster airbags in one of these vehicle models such that Left-side Hand Controls cannot be installed under Hertz's policies; (4) ensures the Settlement Class receives the same prices that are available to Hertz Customers who do not require Hand Controls; (5) requires changes to Hertz's website and phone reservation systems to make it easier for Customers to reserve vehicles with Hand Controls; and (6) requires changes to Hertz's policies to ensure reservations with Hand Controls are communicated to the pick-up location.[1] This Court preliminarily approved the Agreement on May 1, 2026. ECF No. 99.

[1] All capitalized terms are defined in the Proposed Class Settlement Agreement. *See* ECF No. 73-5

With respect to the motion at issue here, the Agreement provides, in relevant part, that Plaintiffs' counsel will move for an award of reasonable attorneys' fees, expenses, and costs in the amount of $630,000—$600,000 for fees, expenses, and costs incurred in bringing and prosecuting the Action through Final Approval; and $30,000 as a lump-sum payment for attorneys' fees and costs incurred in monitoring implementation of the Agreement. Agreement § VI. Plaintiffs now request that this Court enter an order approving an award of $630,000 in compensation for all attorneys' fees, costs, and litigation expenses incurred in connection with this action through the Term of the Agreement as fair and reasonable, and also order Defendants to submit payment in the amount of $630,000 to Class Counsel within 31 days of the Agreement's Effective Date as described therein.

A hearing on Plaintiffs' motion for reasonable attorneys' fees and costs was held on August 21, 2026 in conjunction with the final fairness hearing. Having carefully reviewed the papers and the record in this case, considered the arguments, and the relevant legal authority, and good cause appearing, Plaintiffs' motion for reasonable attorneys' fees and costs is **GRANTED**.

I. 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). However, "courts have an independent obligation to ensure that the award . . . is reasonable, even if the parties have already agreed to an amount." *Senne v. Kansas City Royals Baseball Corp.*, No. 14-cv-00608 JCS, 2023 WL 2699972, at *17 (N.D. Cal. Mar. 29, 2023) (citing *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)). The lodestar method is the "guiding light" for determining appropriate fees in civil rights cases, including in disability rights cases under the ADA. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 551 (2010) (citation omitted) (applying the lodestar method in a civil rights case); *see also Vogel v. Harbor Plaza Ctr., LLC*, 893 F.3d 1152, 1158 (9th Cir. 2018) (applying the lodestar method in an ADA case). "[T]here is a strong presumption that the lodestar amount represents a reasonable fee." *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738 (9th Cir. 2016).

("Agreement") § II.

A. Plaintiffs are Entitled to Recover Their Reasonable Attorneys' Fees and Costs.

An award of reasonable attorneys' fees and costs is authorized by both law and the Agreement entered into by the Parties.

The Americans with Disabilities Act, under which this action was brought, allows for fee shifting when plaintiffs prevail on their claims. 42 U.S.C. § 12205 (ADA prevailing party is entitled to "a reasonable attorney's fee, including litigation expenses, and costs"). "A party that obtains a judicially enforceable settlement agreement that provides some of the relief sought is a 'prevailing party' for purposes of fee-shifting statutes." *Nevarez v. Forty Niners Football Co., LLC*, 474 F. Supp. 3d 1041, 1049 (N.D. Cal. 2020) (citing *La Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083, 1089 (9th Cir. 2010)).

The Parties have entered a legally enforceable settlement agreement that fully resolves the claims in the case and provides the Settlement Class with substantial relief sought in the Complaint, including expansion of hand control availability and revision of Hertz's policy and practice to ensure that people with disabilities who need hand controls can rent vehicles with hand controls for the same rates available to customers who do not need such controls. Agreement § III. The Agreement will remain enforceable by this Court under its continuing jurisdiction. *Id*. § V. Plaintiffs have "prevailed" in this action for purposes of this motion by achieving actual relief on the merits of their claim that is legally enforceable, and there are also no special circumstances rendering an award of fees and costs unjust. Furthermore, the Parties have agreed to an award of $630,000 in reasonable attorneys' fees and costs. Plaintiffs are therefore entitled to an award of reasonable attorneys' fees and costs, however, the Court must independently determine whether the amount agreed upon by the parties is reasonable.

II. The Parties' Negotiated Award of $630,000 is Fair and Reasonable.

Based upon the information before the Court and its independent analysis using the lodestar method, a total award of $630,000 in attorneys' fees and costs—including for attorneys' fees and costs incurred by Plaintiffs in bringing and prosecuting the Action through Final Approval and $30,000 as a lump-sum payment for attorneys' fees and costs incurred by Plaintiffs in monitoring implementation of the Agreement—to compensate Class Counsel for the work that they have done on this case, and will continue to do through the Term of the Agreement, is fair, reasonable, and appropriate.

To calculate the lodestar, courts multiply the number of hours reasonably expended by the reasonable hourly rates. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008) ("[A] district court must start by determining how many hours were reasonably expended on the litigation, and then multiply those hours by the prevailing local rate for an attorney of the skill required to perform the litigation.").

A. Class Counsel's Lodestar is Based on Reasonable Rates.

Class Counsel's billing rates are reasonable as they are based on the extensive experience each attorney has in complex disability rights class action litigation and are similar to prevailing market rates awarded to lawyers "of reasonably comparable skill, experience, and reputation." *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). The "relevant legal community" is generally the forum district for the action in which fees are sought. *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir. 1992). "[R]ate determinations in other cases, particularly those setting a rate for the plaintiffs' attorney, are satisfactory evidence of the prevailing market rate." *Johnson v. Baird Lands, Inc.*, No. 18-cv-05365-VKD, 2020 WL 3833278, at *2 (N.D. Cal. July 8, 2020) (quoting *United Steelworkers of Am. v. Phelps Dodge Co.*, 896 F.2d 403, 407 (9th Cir. 1990)).

Plaintiffs' lodestar is based on the following 2025 hourly billing rates:

Biller	Law School Graduation	2025 Rate	Practice Years in 2025
Shawna Parks	1999	$1,075	26
Meredith J. Weaver	2014	$715	11
Sean Betouliere	2015	$690	10
Scott L. Gordon[2]	2010	$665	7
Eliana Fisher	2024	$410	1
Senior Paralegals	N/A	$300	N/A
Paralegals	N/A	$280	N/A

ECF No. 100-1 ("Weaver Fee Decl.") ¶ 61.

[2] Mr. Gordon graduated law school in 2010 but was first licensed in 2018.

Use of Class Counsel's 2025 billing rates is reasonable because in fee-shifting cases taken on contingency, compensation is delayed and counsel must assume the cost of litigation. *Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1078 (N.D. Cal. 2010) (citing *Missouri v. Jenkins*, 491 U.S. 274, 283–84 (1989)).

This Court finds Class Counsel's 2025 billing rates are reasonable. Class Counsel are highly experienced litigators in the field of complex disability rights class action litigation. *See* Weaver Fee Decl. ¶¶ 15, 18. DRA has successfully litigated dozens of disability rights class action cases. *See id*. In recognition of this skill and expertise, U.S. District Courts in California have routinely approved Class Counsel's standard rates as reasonable. *See, e.g.*, *Curran v. City of Oakland*, No. 23-CV-02354-RS, 2025 WL 3485360, at *6 (N.D. Cal. Dec. 4, 2025) (approving DRA's 2025 rates); *Bloom v. City of San Diego*, No. 17-cv-02324-AJB-DEB, 2024 WL 4495512, at *6–8 (S.D. Cal. Oct. 15, 2024) (approving DRA's 2024 rates); *Senior & Disability Action, et al. v. San Francisco Bay Area Rapid Transit District, et al.*, No. 3:17-cv-01976-LB, Dkt. No. 156 at 4–6 (N.D. Cal. Apr. 18, 2024) (approving DRA's 2022 rates); *McCullough v. California Dep't of Developmental Servs.*, No. 3:20-cv-2958-SI, Dkt. No. 123 at 5–7 (N.D. Cal. Sept. 18, 2023) (approving DRA's 2022 rates); *Navarro v. City of Mountain View*, No. 5:21-cv-05381-NC, Dkt. No. 137 at 5–7 (N.D. Cal. Feb. 28, 2023) (approving DRA's 2022 rates); *T.G. v. Kern Cnty.*, No. 1:18-cv-0257 JLT, 2020 WL 3035199, at *22 (E.D. Cal. June 5, 2020) (approving DRA's standard 2020 rates, despite lower market rates in the Eastern District); *Cmty. Res. for Indep. Living v. Mobility Works of California, LLC*, No. 18-cv-06012-JSW, 2020 WL 10505223, at *2 (N.D. Cal. May 22, 2020) (approving DRA's 2020 rates). Class Counsel has also provided a declaration from civil rights attorney Barrett S. Litt to support their requested rates. As Mr. Litt's thorough documentation shows, DRA's rates are well within the range of rates awarded to lawyers of comparable skill and experience doing similarly complex work in this District.

Accordingly, the Court finds that the rates reflected in the table above, used to determine Class Counsel's lodestar, are reasonable.

B. <u>Class Counsel's Lodestar is Based on a Reasonable Number of Hours.</u>

Prevailing plaintiffs are entitled to be compensated for "every item of service" that a reasonable lawyer would have performed to protect the client's interest. *Armstrong v. Davis*, 318 F.3d 965, 971

(9th Cir. 2003) (citation omitted); *see also Hensley v. Eckerhart*, 461 U.S. 424, 435 (1983) (recognizing that attorneys who obtain excellent results in the public interest "should recover a fully compensatory fee" normally "encompass[ing] all hours reasonably expended on the litigation"). "By and large, the court should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case[.]" *Moreno*, 534 F.3d at 1112.

While the Parties were able to reach a settlement agreement without motion practice, this matter nevertheless demanded significant time and resources from Class Counsel to develop the class claims, conduct extensive fact and expert discovery, prepare a class certification motion that would have been due imminently had the Court not stayed litigation, negotiate the proposed class settlement, and seek approval thereof. Given the necessary work required to reach the robust Agreement before the Court, Plaintiffs' counsel expended a total of 1,458.2 hours on this action through May 22, 2026. Weaver Fee Decl. ¶ 70 & Ex. 3.

In preparing their lodestar, Class Counsel thoroughly reviewed their billing records and exercised billing judgment, including by not seeking fees for attorneys who billed fewer than ten hours on the case. *Id.* ¶ 67. This exercise of billing judgment resulted in omission of 178.2 hours of work (12.2% of the total hours billed), valued at $95,619.50 (10.9% of the total fees incurred). *See id.* ¶ 70. Plaintiffs' lodestar is thus based on 1,280 hours of billed work through May 22, 2026 and does not include any work that will be necessary through the term of the Agreement. *See id.* ¶¶ 70–72 & Ex. 3.

Given the work that was required by this case and Class Counsel's exercise of billing judgment in preparing the lodestar, the number of hours included in Plaintiffs' lodestar for this matter is reasonable. That lodestar is further justified given the omission of all future hours that will be worked through the term of the Agreement. Finally, the outstanding result that Plaintiffs achieved on behalf of the Settlement Class underscores the reasonableness of Plaintiffs' requested lodestar.

C. Plaintiffs are Entitled to Recover Their Reasonable Litigation Costs.

As prevailing parties, Plaintiffs are entitled to recover costs and out-of-pocket expenses. Fed. R. Civ. P. 54(d)(1) (providing for award of taxable costs to prevailing party); 42 U.S.C. § 12205 (providing for award of litigation expenses and costs under ADA). Plaintiffs incurred litigation expenses and costs of $96,021.18. Weaver Fee Decl. ¶ 76. These costs and expenses were reasonably and necessarily

incurred for the prosecution and successful settlement of this action. These types of costs and litigation expenses are properly recoverable. *See* 28 U.S.C. § 1920 (listing recoverable costs); *see also Lovell v. Chandler*, 303 F.3d 1039, 1058–59 (9th Cir. 2002) (expert witness fees); *Rodgers v. Fitzgerald*, No. 14-cv-00985-DMR, 2016 WL 4658974, at *7 (N.D. Cal. Sept. 7, 2016) (awarding filing fees in ADA case); *Shin v. ICON Found.*, No. 20-CV-07363-WHO, 2025 WL 672936, at *5 (N.D. Cal. Mar. 3, 2025) (noting that typical expenses charged to fee-paying clients can include photocopies, postage, filing fees, messenger and overnight delivery and that "the standard of reasonableness of costs is to be given a liberal interpretation").

The Court finds Plaintiffs' litigation expenses and costs of $96,021.18 are reasonable.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Plaintiffs' Motion for Reasonable Attorneys' Fees and Costs is GRANTED in full; and

2. Defendants are ordered to pay Plaintiffs' counsel the amount of $630,000 within thirty-one days of the Effective Date as defined in the Agreement.

IT IS SO ORDERED.

Dated: August 21, 2026

Hon. Maxine M. Chesney
Judge of the United States District Court