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19 **UNITED STATES DISTRICT COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA**
21 **OAKLAND DIVISION**

22 JACQUELINE GARRETT, KATHI PUGH,
23 and DORENE GIACOPINI, and others
24 similarly situated,

25 Plaintiff,

26 v.

27 WHC Worldwide, LLC and WHC zShuttle,
28 LLC,

Defendant.

Case No. 25-cv-03904-YGR

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR AN AWARD OF
REASONABLE ATTORNEYS' FEES AND
COSTS PURSUANT TO CLASS
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Judge: Hon. Yvonne Gonzalez Rogers
Date: May 26, 2026
Time: 2:00 p.m.
Crtrm.: 1

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NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE THAT on May 26, 2026, at 2:00 p.m. or as soon thereafter as can be heard, Plaintiffs Jacqueline Garrett, Kathi Pugh, and Dorene Giacopini (“Plaintiffs”) will and hereby do move the Court for an award of \$122,000 for their reasonable attorneys’ fees, expenses, and costs in accordance with the terms of the Proposed Class Settlement Agreement (Dkt. No. 35-1 (“Agreement”)), which the Court preliminarily approved by Order dated March 12, 2026 (Dkt. No. 35). The hearing on this motion will take place before United States District Judge Yvonne Gonzalez Rogers. This motion 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 that may be presented.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs filed this putative class action in May 2025, alleging that Defendants WHC Worldwide, LLC and WHC zShuttle, LLC, which does business using the trade name SuperShuttle, (collectively “Defendants” or “SuperShuttle”) discriminated against people with mobility disabilities in violation of federal and state law by failing to provide their transportation services to people who require a wheelchair-accessible vehicle (“WAV”) for transportation. (Dkt. No. 1 (“Compl.”).)

After over eight months of settlement negotiations under this Court’s General Order 56, Plaintiffs obtained an excellent settlement that requires SuperShuttle to make nationwide changes to its policies and practices that will ensure people with mobility disabilities who require a WAV for transportation have access to SuperShuttle’s transportation services. Plaintiffs now move for an award of \$122,000 for their reasonable attorneys’ fees, costs, and litigation expenses as the prevailing parties under the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12205.

The parties agreed that plaintiffs may seek, unopposed, an award of: \$75,000 in attorneys’ fees and costs incurred in bringing and prosecuting the action through execution of the Agreement on January 16, 2026; actual attorneys’ fees and costs incurred between execution and final approval, up to a maximum of \$35,500; and a lump-sum payment of \$11,500 for attorneys’ fees and costs to be incurred

1 monitoring implementation of the Agreement, for a maximum award of \$122,000. (Agreement § VI(C).)
2 Plaintiffs’ counsel, Disability Rights Advocates (“DRA” or “Class Counsel”) incurred \$111,900.50 in
3 fees and \$826.41 in costs through January 16, 2026 and has incurred \$86,337 in fees and \$22.47 in
4 costs since January 17, 2026. (Decl. Meredith J. Weaver Supp. Pls.’ Mot. Fees & Costs (“Weaver Fee
5 Decl.”) Ex. 3.) Thus, Plaintiffs request that this Court order payment of the maximum available award,
6 \$122,000.

7 The requested attorneys’ fees, costs, and expenses are reasonable, and SuperShuttle does not
8 oppose Plaintiffs’ motion. Plaintiffs’ request is based on Class Counsel’s documented lodestar and out-
9 of-pocket costs and expenses. The number of hours claimed—including after significant reduction in the
10 exercise of billing judgment—is reasonable. Class Counsel’s standard rates have been approved by
11 federal courts throughout California. Furthermore, Class Counsel’s rates are well within the range of
12 market rates charged by attorneys with similar skill and experience performing complex litigation in the
13 Bay Area market and approved by courts in this District. Plaintiffs’ requested costs and expenses were
14 reasonably incurred for the Settlement Class’s benefit. Plaintiffs therefore respectfully request that the
15 Court award them \$122,000 for their attorneys’ fees, costs, and expenses for all work performed since
16 the inception of this matter through the term of the Agreement.

17 **II. RELEVANT BACKGROUND**

18 The procedural history of the case, substantive terms of injunctive relief provided in the
19 Settlement Agreement, and a discussion of the substantial benefits the Agreement confers on the
20 Settlement Class are set forth in greater detail in Plaintiffs’ motion for final approval, filed in
21 concurrence herewith. Pursuant to the Northern District’s *Procedural Guidance for Class Action*
22 *Settlements*, Plaintiffs do not repeat such details here.

23 After the Parties reached agreement on all substantive terms of injunctive relief, Plaintiffs
24 provided a demand for attorneys’ fees and costs, and the parties negotiated an agreement as to a
25 reasonable award of attorneys’ fees and costs via the court-appointed mediator. (Dkt. No. 29 (“Weaver
26 Prelim. Approval Decl.”) ¶¶ 7, 12.) After negotiations facilitated by the Court-appointed mediator, the
27 Parties agreed that Plaintiffs may seek, without opposition: \$75,000 in attorneys’ fees and costs incurred
28 by Plaintiffs in bringing and prosecuting the Action through execution of the Agreement; attorneys’ fees

1 and costs actually incurred between execution and final approval up to a maximum of \$35,500; and a
 2 lump-sum payment of \$11,500 for attorneys' fees and costs that will be incurred by Plaintiffs in
 3 monitoring implementation of the Agreement. (Agreement § VIII.)

4 For purposes of settlement and in an exercise of billing judgment, in preparing their lodestar,
 5 Class Counsel has written off 121.4 hours of time billed on this case. (Weaver Fee Decl. ¶¶ 24–25.) The
 6 below table reflects DRA's hours and fees billed (i.e. lodestar) and hours and fees omitted:

Litigation Phase	Hours Billed	Fees Billed	Hours Omitted	Fees Omitted
Through Jan. 16, 2026	176.7	\$111,900.50	83.3	\$39,871.50
Jan. 17 – May 1, 2026	149.4	\$86,337.00	38.1	\$13,570.00

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 11 (*Id.*) Plaintiffs now seek the maximum stipulated award of \$122,000.

12 **III. ARGUMENT**

13 Plaintiffs' requested amount of attorneys' fees, expenses, and costs is reasonable and should be
 14 approved because (1) upon final approval, Plaintiffs will be prevailing parties for the purpose of the
 15 ADA's fee-shifting mechanism; (2) Plaintiffs seek a fee award based on the lodestar method in
 16 accordance with the ADA as well as the Agreement; (3) the agreed-upon award of \$122,000 in
 17 attorneys' fees and costs through the term of the Agreement is significantly less than Plaintiffs' current
 18 lodestar, which is based on reasonable rates and reasonable hours; and (4) the types of litigation
 19 expenses and costs requested by Plaintiffs are properly recoverable.

20 **A. Plaintiffs Are Entitled to Fees, Expenses, and Costs as the Prevailing Parties**

21 Prevailing parties in cases brought pursuant to the ADA are entitled to their attorney fees,
 22 expenses, and costs. 42 U.S.C. § 12205. "A party that obtains a judicially enforceable settlement
 23 agreement that provides some of the relief sought is a 'prevailing party' for purposes of fee-shifting
 24 statutes." *Nevarez v. Forty Niners Football Co.*, 474 F. Supp. 3d 1041, 1049 (N.D. Cal. 2020) (citing *La*
 25 *Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083, 1089 (9th Cir.
 26 2010)). Here, the Parties have entered a legally enforceable settlement agreement that fully resolves the
 27 claims in the case and provides the Settlement Class with all of the relief sought in the Complaint (i.e.,
 28 access to SuperShuttle's transportation services for people who use wheelchairs that require WAVs).

1 The Agreement will remain enforceable by this Court under its continuing jurisdiction. Agreement
 2 § VII(H) (stipulating to the Court’s retention of jurisdiction over the action “for the purpose of ensuring
 3 compliance”). Thus, upon final approval, Plaintiffs will have “prevalued” in this action for purposes of
 4 this motion by achieving “actual relief on the merits of [their] claim” that is legally enforceable.
 5 *Chapman v. NJ Props. Inc.*, No. 5:16-cv-02893-EJD, 2019 WL 3718585, at *2 (N.D. Cal. Aug. 7, 2019)
 6 (quoting *Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1118 (9th Cir. 2000)). Because there are no special
 7 circumstances rendering an award of fees and costs unjust, Plaintiffs are entitled to an award of
 8 reasonable attorneys’ fees and costs.

9 **B. The Lodestar Method is the Appropriate Fee-Shifting Methodology for Calculating**
 10 **Plaintiffs’ Reasonable Fees**

11 The lodestar method is the “guiding light” for determining appropriate fees in civil rights cases,
 12 including in disability rights cases under the ADA. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 551
 13 (2010) (citation omitted) (applying the lodestar method in a civil rights case); *see also Vogel v. Harbor*
 14 *Plaza Ctr., LLC*, 893 F.3d 1152, 1158 (9th Cir. 2018) (applying the lodestar method in an ADA case).
 15 To calculate the lodestar, courts multiply the number of hours reasonably expended by the reasonable
 16 hourly rates. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008) (“[A] district court
 17 must start by determining how many hours were reasonably expended on the litigation, and then
 18 multiply those hours by the prevailing local rate for an attorney of the skill required to perform the
 19 litigation.”). “[T]here is a strong presumption that the lodestar amount represents a reasonable fee.”
 20 *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738 (9th Cir. 2016).

21 **C. Plaintiffs’ Lodestar is Reasonable**

22 “While attorneys’ fees and costs may be awarded in a certified class action where so authorized
 23 by law or the parties’ agreement . . . courts have an independent obligation to ensure that the award . . .
 24 is reasonable, even if the parties have already agreed to an amount.” *Senne v. Kansas City Royals*
 25 *Baseball Corp.*, No. 14-cv-00608 JCS, 2023 WL 2699972, at *17 (N.D. Cal. Mar. 29, 2023) (quoting *In*
 26 *re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)).

27 Class Counsel’s lodestar through execution of the Agreement on January 16, 2026, was
 28 \$111,900.50. (Weaver Fee Decl. ¶ 24.) Class Counsel’s lodestar for work from execution through May

1 1, 2026 was \$86,337.00.¹ (*Id.* ¶ 25.) Thus, to date, Class Counsel’s lodestar is \$198,237.50. The
 2 maximum negotiated award of \$122,000, which Plaintiffs now seek, is approximately 61.5 percent of
 3 that lodestar and covers Class Counsel’s fees and costs through the full term of the Agreement.
 4 (Agreement § VI(C).) The requested award of \$122,000 is reasonable because (1) Class Counsel’s
 5 lodestar is based on reasonable rates and a reasonable number of expended hours, and (2) it represents a
 6 reduction to the presumptively reasonable lodestar.

7 **1. Class Counsel’s Hourly Rates are Reasonable**

8 Class Counsel are entitled to compensation at the prevailing market rates for attorneys of similar
 9 skill and experience conducting similar work in the Northern District of California. *Camacho v.*
 10 *Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). Reasonable attorneys’ rates for civil rights class
 11 actions are based on a comparison extending “to all attorneys in the relevant community engaged in
 12 ‘equally complex Federal litigation,’ no matter the subject matter.” *Prison Legal News v.*
 13 *Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (citing *Blum v. Stenson*, 465 U.S. 886, 893 (1984)).
 14 The “relevant legal community” is generally the forum district for the action in which fees are sought.
 15 *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir. 1992). “[R]ate determinations in other cases,
 16 particularly those setting a rate for the plaintiffs’ attorney, are satisfactory evidence of the prevailing
 17 market rate.” *Johnson v. Baird Lands, Inc.*, No. 18-cv-05365-VKD, 2020 WL 3833278, at *2 (N.D. Cal.
 18 July 8, 2020) (quoting *United Steelworkers of Am. v. Phelps Dodge Co.*, 896 F.2d 403, 407 (9th Cir.
 19 1990)).

20 Class Counsel’s lodestar is based on the following 2025 hourly billing rates:

Name	2025 Rate	Graduation Year	Practice Years
Rachel Weisberg	\$850	2008	17
Meredith Weaver	\$715	2014	11
Amelia Evard	\$520	2021	4
Desiree Robedeaux	\$425	2023	2
Paralegals	\$280	N/A	N/A

27 ¹ Since this total is higher than the maximum fees to which the parties agreed for this time period
 28 (Agreement § VI(C)), Plaintiffs’ motion is based on the maximum amount of \$35,500 for this time
 period.

1 (Weaver Fee Decl. ¶ 18.) Use of Class Counsel’s 2025 billing rates is reasonable because in fee-shifting
2 cases taken on contingency, compensation is delayed and counsel must assume the cost of litigation.
3 *Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1078 (N.D. Cal. 2010) (citing *Missouri v. Jenkins*, 491 U.S.
4 274, 283–84 (1989)). Furthermore, while DRA could have applied its current 2026 rates to all billing, in
5 an exercise of billing judgment, DRA has used its 2025 rates.

6 DRA set these rates based on each attorney’s years of legal experience, taking into account their
7 expertise in complex disability rights class action litigation, market rates of private firms, and fee orders
8 for similar work. (Weaver Fee Decl. ¶¶ 15–16.) Class Counsel are highly experienced litigators in the
9 field of complex disability rights class action litigation. (*Id.* ¶¶ 5–8.) DRA has successfully litigated
10 dozens of disability rights class action cases. (*See id.*) In recognition of this skill and expertise, U.S.
11 District Courts in California have routinely approved Class Counsel’s standard rates as reasonable. *See*,
12 *e.g.*, *Bloom v. San Diego*, No. 17-cv-02324, 2024 WL 4495512, at *6–8 (S.D. Cal. Oct. 15, 2024)
13 (approving DRA’s 2024 rates); *Senior & Disability Action v. S.F. Bay Area Rapid Transit Dist.*, No.
14 3:17-cv-01976-LB, Dkt. No. 156 at 4–5 (N.D. Cal. Apr. 18, 2024) (approving DRA’s 2022 rates);
15 *McCullough v. Cal. Dep’t of Developmental Servs.*, No. 3:20-cv-2958-SI, Dkt. No. 123 at 5–6 (N.D.
16 Cal. Sept. 18, 2023) (approving DRA’s 2022 rates); *Navarro v. City of Mountain View*, No. 5:21-cv-
17 05381-NC, Dkt. No. 137 at 5 n.1, 6–8 (N.D. Cal. Feb. 28, 2023) (approving DRA’s 2022 rates); *T.G. v.*
18 *Kern Cnty.*, No. 1:18-cv-0257 JLT, 2020 WL 3035199, at *21–22 (E.D. Cal. June 5, 2020) (approving
19 DRA’s standard 2020 rates, despite lower market rates in the Eastern District); *Cnty. Res. for Indep.*
20 *Living v. Mobility Works of Cal., LLC*, No. 18-cv-06012-JSW, 2020 WL 10505223, at *2 (N.D. Cal.
21 May 22, 2020) (approving DRA’s 2020 rates).

22 Furthermore, Class Counsel’s standard hourly rates are in line with those charged by other
23 lawyers of similar skill, experience, and reputation in the prevailing market. This is supported by the
24 Declaration of Barrett S. Litt, which was recently submitted in support of a contested motion for fees in
25 a matter that DRA is currently litigating in the Central District of California. Declaration of Barrett S.
26 Litt, *Guerra v. West Los Angeles College*, No. 16-cv-6796-MWF (KSx) (C.D. Cal. July 29, 2024), Dkt.
27 No. 312-45 (“Litt Decl.”) (attached as Exhibit 1 to the Declaration of Meredith J. Weaver filed
28 herewith). Mr. Litt is recognized as an expert on court-awarded attorneys’ fees, particularly in civil

1 rights cases such as this one. (Litt Decl. ¶¶ 2–14.) In determining that DRA’s 2026 rates for various
 2 attorneys, including Amelia Evard, are reasonable, Mr. Litt analyzed comparable civil rights lodestar
 3 awards, civil rights lodestar crosschecks, and commercial rates for complex litigation.² (Litt Decl. ¶¶ 15,
 4 28–51.) The comparators identified by Mr. Litt, including those from the Northern District, also support
 5 the rates that DRA uses here for its lodestar analysis:

- 6 • Rachel Weisberg’s rate of \$850 is supported by comparable adjusted rates³ for attorneys
 7 with approximately 17 years of experience. (See Litt Decl. ¶ 33 (comparable adjusted
 8 rates for attorneys with 13 and 18 years of experience, both of which are above the rates
 9 requested here for Ms. Weisberg); ¶ 36 (comparable adjusted rate of \$1,050 for an
 10 attorney with 19 years of experience); ¶ 37 (comparable adjusted rate of \$982 for an
 11 attorney with 16 years of experience).)
- 12 • Meredith Weaver’s rate of \$715 is supported by comparable adjusted rates for attorneys
 13 with approximately 11 years of experience. (See Litt Decl. ¶ 38 (comparable adjusted
 14 rates for attorneys with 9 to 13 years of experience, all of which are above the rates
 15 requested here for Ms. Weaver).)
- 16 • Amelia Evard’s rate of \$520 is supported by comparable adjusted rates for attorneys with
 17 4 to 5 years of experience. (See Litt Decl. ¶ 42 (comparable adjusted rates from \$604 to
 18 \$824).)
- 19 • Desiree Robedeaux’s rate of \$425 is supported by comparable adjusted rates for attorneys
 20 with 2 years of experience. (See Litt Decl. ¶ 42 (comparable adjusted rates from \$694 to
 21 \$919).)
- 22 • DRA’s paralegal rates are well below the comparable adjusted rates presented by
 23 Mr. Litt. (See Litt Decl. ¶ 43.)

24
 25 ² While this determination was made in connection with a case litigated in Los Angeles, Mr. Litt notes
 26 that rates in the Los Angeles and Bay Area markets are comparable and includes many comparator rates
 27 from cases in the Northern District. (Litt Decl. ¶ 25.)

28 ³ As Mr. Litt explains in detail, he uses a conservative inflation factor to show what a historical rate
 would be equivalent to in 2025 adjusted for the passage of time. (Litt Decl. ¶¶ 18–25.)

1 Accordingly, the rates used to determine Class Counsel’s lodestar reflected above are reasonable.

2 **2. Class Counsel’s Lodestar is Based on a Reasonable Number of Hours**

3 Prevailing plaintiffs are entitled to be compensated for “every item of service” that a reasonable
4 lawyer would have performed to protect the client’s interest. *Armstrong v. Davis*, 318 F.3d 965, 971 (9th
5 Cir. 2003) (citation omitted); *see also Hensley v. Eckerhart*, 461 U.S. 424, 435 (1983) (recognizing that
6 attorneys who obtain excellent results in the public interest “should recover a fully compensatory fee”
7 normally “encompass[ing] all hours reasonably expended on the litigation”). “By and large, the court
8 should defer to the winning lawyer’s professional judgment as to how much time he was required to
9 spend on the case.” *Moreno*, 534 F.3d at 1112.

10 The hours Class Counsel have spent on this case to date were reasonably expended in obtaining
11 an outstanding result for the Settlement Class. While the Parties were able to reach a settlement
12 agreement without extensive discovery or litigation, this matter demanded time and resources from
13 Class Counsel, including pre-litigation legal research into the issue of whether Defendants would be
14 considered an entity primarily engaged in transportation—an issue which was likely to be the primary
15 legal dispute if litigation had proceeded. Class Counsel also undertook outreach to members of the
16 proposed class who complained of Defendants’ lack of wheelchair accessibility, a pre-litigation letter to
17 which Defendants did not respond, more than eight months of settlement negotiations, including
18 exchange of at least nine written settlement agreement drafts and a full-day in-person mediation. (*See*
19 Decl. Meredith J. Weaver Supp. Pls.’ Mot. Final Approval ¶¶ 3–5) Class Counsel also requested and
20 reviewed documents produced by Defendants during settlement discussions, including service area
21 information and a sample contract. (Weaver Prelim. Approval Decl. ¶ 8.) Given the necessary work
22 required to reach a robust Agreement and seek approval thereof, Class Counsel has expended a total of
23 447.5 hours on this action to date. (Weaver Fee Decl. ¶ 24–25 & Ex. 3.)

24 **(a) Class Counsel Has Exercised Substantial Billing Judgment**

25 As an initial matter, in preparing their lodestar, Class Counsel has omitted and does not seek fees
26 for attorneys or paralegals who billed fewer than ten hours on the case. (Weaver Fee Decl. ¶ 23.)
27 Furthermore, Class Counsel has reviewed their billing records in the case on an entry-by-entry basis to
28 exercise billing judgment. (*Id.*) These discretionary actions resulted in a billing reduction of 121.4 hours

1 (27.1% of all hours billed) and \$53,441.50 in fees (21.2% of all fees incurred). (Weaver Fee Decl. ¶ 24–
 2 25.) This reduction is more than sufficient to address clerical time and other billing errors. *See Davis v.*
 3 *City & Cnty. of San Francisco*, 976 F.2d 1536, 1543 (9th Cir. 1992) (finding that a five percent
 4 reduction in the total number of hours “more than compensated” for billing errors, “rendering a further
 5 reduction in the lodestar amount unnecessary”), *vacated in part on other grounds*, 984 F.2d 345 (9th Cir.
 6 1993).

7 Plaintiffs’ lodestar is thus based on 326.1 hours of billed work to-date and does not include any
 8 work that will be necessary through the term of the Agreement. (*See Weaver Fee Decl. ¶ 26.*)

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

14 **D. Plaintiffs’ Costs and Expenses are Recoverable and Reasonable**

15 As prevailing parties, Plaintiffs are entitled to recover costs and out-of-pocket expenses. Fed. R.
 16 Civ. P. 54(d)(1) (providing for award of taxable costs to prevailing party); *see also* 42 U.S.C. § 12205
 17 (providing for award of litigation expenses and costs for claims brought under the ADA). Plaintiffs’
 18 litigation expenses and costs of \$848.88—including filing fees, mailing costs, incidentals associated
 19 with the parties’ in-person mediation, costs associated with hearing preparation, and fees incurred in
 20 order to assess the appropriateness of the training for WAV drivers proposed by Defendants—were
 21 reasonably and necessarily incurred for the prosecution and successful settlement of this action. (Weaver
 22 Fee Decl. ¶ 29.) These types of costs and litigation expenses are properly recoverable. *See* 28 U.S.C.
 23 § 1920 (listing recoverable costs); *see also Rodgers v. Fitzgerald*, No. 14-cv-00985-DMR, 2016 WL
 24 4658974, at *7 (N.D. Cal. Sept. 7, 2016) (awarding filing fees in ADA case); *Shin v. ICON Found.*, No.
 25 20-CV-07363-WHO, 2025 WL 672936, at *5 (N.D. Cal. Mar. 3, 2025) (noting that typical expenses
 26 charged to fee-paying clients can include meals, photocopies, postage, filing fees, messenger and
 27 overnight delivery and that “the standard of reasonableness of costs is to be given a liberal
 28 interpretation”).

1 Plaintiffs’ litigation expenses and costs of \$848.88 were reasonably incurred. (Weaver Fee Decl.
2 ¶ 29.) While the negotiated amount of \$122,000 is already a significant reduction from the
3 presumptively reasonable lodestar, as discussed above, it also encompasses Plaintiffs’ litigation
4 expenses and costs, which underscores its reasonableness.

5 **IV. CONCLUSION**

6 For the foregoing reasons, Plaintiffs respectfully request that the Court (1) find that an award of
7 Plaintiffs’ attorneys’ fees and costs in the amount of \$122,000 for all fees, expenses, and costs through
8 the term of the Agreement is fair and reasonable; and (2) order Defendants to submit payment in the
9 amount of \$122,000 to Class Counsel within thirty days of the Court’s order granting final approval.

10 DATED: May 5, 2026

Respectfully submitted,

11 DISABILITY RIGHTS ADVOCATES

12
13 By: /s/ Amelia Evard

14 Amelia Evard
15 Attorneys for Plaintiffs
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