UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 22-02335-MWF (KSx) **Date: August 5, 2026**
Title: Robin Cline v. West Los Angeles College, et al.

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:	Court Reporter:
Rita Sanchez	Not Reported
Attorneys Present for Plaintiffs:	**Attorneys Present for Defendant:**
None Present	None Present

Proceedings (In Chambers): ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS [107]; JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT [111]

Before the Court are two related Motions. The first is a Joint Motion for Settlement Approval (the "Settlement Motion") filed on June 30, 2026, by Plaintiff Robin Cline and Defendants West Los Angeles College ("WLAC") and Los Angeles Community College District. (Docket No. 111). The second is Cline's Motion for Attorneys' Fees (the "Fees Motion") filed on June 10, 2026. (Docket No. 107). Of course no opposition or reply was filed with respect to either motion. More important, no objection to the settlement was received.

The Court has read and considered the papers filed in connection with the Motions and held a hearing on **August 5, 2026**. No class member appeared at the hearing to object to the settlement.

The Court rules as follows:

- The Settlement Motion is **GRANTED**. The proposed settlement is fair, reasonable, and adequate to serve the interests of the class members. Pursuant to ¶ 66 of the Settlement Agreement, the parties shall file a short stipulated proposed final judgment by no later than **September 4, 2026**.

- The Fees Motion is **GRANTED**. The requested award of **$1,960,000** in attorneys' fees and costs is reasonable, reflects a reduction from Class Counsel's calculated lodestar, and includes costs and expenses that Cline is entitled to recover.

I. BACKGROUND

This action arises from Defendants' alleged failure to provide adequate eon-campus transportation assistance to individuals with mobility disabilities. (*See generally* First Amended Complaint ("FAC") (Docket No. 37)). Cline alleges violations of the Americans with Disabilities Act, the Rehabilitation Act, and related California statutes on behalf of herself and a proposed class. (*See generally id.*). The Court incorporates by reference the more complete factual and procedural background set forth in its prior Order Granting Joint Motion to Certify Class and for Preliminary Approval of Class Action Settlement (the "Prior Order"). (Docket No. 103).

The parties then entered into a Class Settlement Agreement (the "Settlement Agreement" or simply "Agreement"). (Docket No. 100-1). In general, the Settlement Agreement requires Defendants to provide an ongoing shuttle service for members of the Settlement Class and establishes requirements concerning the shuttle's operation, route, accessibility, and public information. (*Id.* ¶¶ 30–38). It also provides Cline herself with $40,000 in compensation for her individual damages claims, while preserving the damages and other individual claims of absent class members. (*Id.* ¶ 39). The Agreement states that class members release their claims for equitable relief pertaining to the allegations in the FAC. (*Id.* ¶¶ 19, 44). The Court incorporates by reference the more complete summary of the Settlement Agreement contained in the Prior Order. (*See* Prior Order at 2–5).

On March 3, 2026, the Court concluded that the proposed Settlement Agreement was procedurally and substantively fair, preliminary approved the Agreement, conditionally certified the Settlement Class for settlement purposes under Rules 23(a) and 23(b)(2), appointed Plaintiff and her counsel as representatives of the Settlement Class, approved the proposed Class Notice and plan of dissemination, and scheduled a

final fairness hearing. (*See generally* Prior Order). The Court incorporated into the Prior Order the parties' Proposed Order Granting Motion for Preliminary Approval of Class Action Settlement (Docket No. 98-5). (*See* Prior Order at 14).

Following preliminary approval, the parties disseminated the finalized Class Notice (Declaration of Autumn Elliott ("Elliott Decl.") (Docket No. 111-2), Ex. A) in accordance with the approved notice plan. Specifically, the notice was posted on the Settlement website maintained by Disability Rights California, the Disability Rights Advocates website, and multiple pages of the WLAC website beginning on May 5, 2026. (Elliott Decl. ¶ 4; Declaration of Amelia Evard ("Evard Decl.") (Docket No. 111-5) ¶ 3; Declaration of Cynthia Germano ("Germano Decl.") (Docket No. 111-6) ¶ 4). Defendants also distributed the Class Notice via email and U.S. mail to all students with mobility disabilities registered as such with WLAC since 2018. (Germano Decl. ¶ 5). 17 mailed notices were returned as undeliverable. (*Id.* ¶ 6). The parties received no objections to the Settlement Agreement. (*Id.* ¶ 7; Elliott Decl. ¶ 12).

The Settlement Agreement left the amount of attorneys' fees and costs to be resolved by motion practice before the Court. (Settlement Agreement ¶ 40). After the Court's preliminary approval, the parties reached agreement on a specific amount of requested attorneys' fees and costs, which did not exceed the potential fee award disclosed in the Class Notice. (Elliott Decl. ¶ 5; Evard Decl. ¶ 5). Specifically, the parties entered into a separate written agreement providing that Defendants would pay $1,960,000 in fees and costs to Cline's counsel. (*See* Fees Agreement (Docket No. 108-1)). The parties posted the Fee Agreement to the relevant Settlement webpages on June 29, 2026. (Elliott Decl. ¶ 5; Evard Decl. ¶ 5).

II. DISCUSSION

The parties now seek final approval of the Settlement Agreement. (*See generally* Settlement Motion). Cline also seeks attorneys' fees and costs in the amount of $1,960,000 pursuant to the parties' agreement. (*See generally* Fees Motion).

A. Class Certification

In the Prior Order, the Court provisionally certified the proposed Settlement Class for settlement purposes under Federal Rules of Civil Procedure 23(a) and 23(b)(2). (Prior Order at 8–13). No facts or circumstances affecting the Court's certification analysis have changed since entry of the Prior Order. The Court therefore incorporates by reference its analysis of the requirements of Rules 23(a) and 23(b)(2) set forth in the Prior Order. (*See id.*).

Accordingly, the following Settlement Class is **CERTIFIED** for purposes of settlement: "all individuals who have disabilities that make it difficult to navigate long distances, up inclines, and/or on uneven terrain, and attend, would like to attend, or will attend on-campus classes or events at West Los Angeles College." (Settlement Agreement ¶ 2). The Court **APPOINTS** Plaintiff Robin Cline as Settlement Class representative and **APPOINTS** Disability Rights Advocates, Disability Rights California, the Law Office of Autumn Elliott, and the Law Office of Aaron J. Fischer as Class Counsel.

B. Final Approval of the Settlement Agreement

Before approving a class action settlement, Rule 23 requires the Court to determine whether the proposed settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). "To determine whether a settlement agreement meets these standards, a district court must consider a number of factors, including: (1) the strength of 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 stage 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." *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003) (internal citation

and quotation marks omitted) (applying the factors announced in *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1026 (9th Cir. 1998)).

"The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). "It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness, and the settlement must stand or fall in its entirety." *Staton*, 327 F.3d at 960 (quoting *Hanlon*, 150 F.3d at 1026). "The involvement of experienced class action counsel and the fact that the settlement agreement was reached in arm's length negotiations, after relevant discovery had taken place create a presumption that the agreement is fair." *Linney v. Cellular Alaska P'ship*, Nos. C–96–3008 DLJ, C–97–0425 DLJ, C–97–0457 DLJ, 1997 WL 450064, *5 (N.D. Cal. July 18, 1997), *aff'd*, 151 F.3d 1234, 1234 (9th Cir. 1998). "In addition, the settlement may not be the product of collusion among the negotiating parties." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000).

The Court approves the Settlement Agreement for these reasons:

First, the Court **FINDS** that the Class Notice and notice plan previously approved by the Court was implemented by the parties and complies with Rule 23. For a class certified under Rule 23(b)(2), notice is discretionary and "rigorous class notice is certainly not required[.]" *Fraihat v. U.S. Immigr. & Customs Enf't*, No. EDCV 19-1546-JGB (SHKx), 2020 WL 2758553, at *3 (C.D. Cal. May 15, 2020); *see also* Fed. R. Civ. P. 23(c)(2)(A). Nevertheless, here, consistent with the approved plan of dissemination, the parties posted the Class Notice on various webpages, including the WLAC website, and mailed and emailed the Class Notice to all students with mobility disabilities who were enrolled at WLAC and registered with the disability office from 2018. (Elliott Decl. ¶ 4; Evard Decl. ¶ 3; Germano Decl. ¶¶ 4–5). These efforts provided sufficient and practicable notice to class members.

Second, the Court **FINDS** that the Settlement Agreement is not the product of collusion between the parties. The Agreement is the outcome of over a year's worth of negotiations following significant litigation and discovery and attempted mediation before a private mediator. (Prior Order at 6–7). "The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." *Satchell v. Fed. Express Corp*., No. 03-cv-2878-SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007); *see also Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666–67 (E.D. Cal. 2008) (noting the parties' enlistment of "a prominent mediator with a specialty in [the subject of the litigation] to assist the negotiation of their settlement agreement" as an indicator of non-collusiveness). Furthermore, Cline's counsel did not negotiate attorneys' fees and costs until after already agreeing to the remainder of the settlement, which indicates the absence of any "clear sailing" agreement. *See In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

Third, the Court **FINDS** that the Settlement Agreement treats class members equally, as required by Rule 23(e)(2)(D). In determining whether this factor weighs in favor of approval, the Court considers whether the settlement "'improperly grant[s] preferential treatment to class representatives or segments of the class.'" *Hudson v. Libre Tech. Inc.*, CV 18-1371-GPC (KSCx), 2020 WL 2467060, at *9 (S.D. Cal. May 13, 2020). Here, the Agreement does not improperly discriminate because all class members are entitled to the same equitable relief provided by the Agreement. (*See* Settlement Agreement ¶¶ 30–38). Although the Agreement provides for a $40,000 payment to Cline herself (*id.* ¶ 39), that payment compensates Cline for her individual damages claims, which she alone is releasing. (*Id.* ¶ 19). The difference in relief therefore reflects the differences in claims released and does not render the allocation inequitable. *See* Fed. R. Civ. P. 23(e), Advisory Comm.'s Note (2018) (explaining that "[m]atters of concern" under Rule 23(e)(2)(D) "could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief").

Fourth, consideration of the *Hanlon* factors dictates final approval of the proposed settlement:

1. Strength of Plaintiff's Case, and Risk, Expense, Complexity, and Likely Duration of Further Litigation

When assessing the strength of a plaintiff's case, a court does not reach "any ultimate conclusions regarding the contested issues of fact and law that underlie the merits of this litigation." *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379, 1388 (D. Ariz. 1989).

Here, Cline acknowledges that, despite the strength of her case, this case is subject to risk given that Defendants have at all times denied her claims. (Settlement Motion at 26). Therefore, "[i]n reaching a settlement," Cline has "ensured a favorable recovery for the class, with injunctive relief that is more certain than any result at trial." *Stiner v. Brookdale Senior Living, Inc.*, No. CV 17-03962-HSG, 2025 WL 2998163, at *5 (N.D. Cal. Oct. 24, 2025) (granting final approval to class action settlement that included injective relief to improve disability access).

Accordingly, this factor weighs in favor of final settlement approval.

2. Amount Offered in Settlement

Although the Settlement Agreement does not provide monetary relief to the Settlement Class, it provides significant injunctive relief that directly addresses the accessibility issues alleged in the FAC — namely, the difficulties individuals with mobility disabilities experience navigating WLAC's campus due to long distances, inclines, and uneven terrain. (*See* FAC ¶¶ 1–3). The Agreement addresses those difficulties by requiring Defendants to provide an on-campus shuttle and includes requirements governing the shuttle's accessibility and operations. (Settlement Agreement ¶¶ 30–38; Settlement Motion at 27). The Agreement therefore provides substantial and practical benefits to the Settlement Class.

Accordingly, this factor weighs in favor of final settlement approval.

3. Extent of Discovery Completed and Stage of the Proceedings

The parties reached the Settlement Agreement only after substantial litigation, including a motion to dismiss and significant discovery, including class discovery. (Settlement Motion at 25; *see also* Prior Order at 6–7). The parties were therefore equipped with "sufficient information to make an informed decision about the settlement." *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998).

Accordingly, this factor weighs in favor of final settlement approval.

4. Experience and Views of Counsel

As discussed in the Prior Order, Class Counsel have substantial experience litigating class actions and disability-rights claims in particular. (Prior Order at 6). Class Counsel have adequately represented the Settlement Class through the advocacy, litigation, and mediation efforts already described.

Accordingly, this factor weighs in favor of final settlement approval.

5. Reaction of Class Members to Date

"It is established that the 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." *Nat'l Rural Telecomm'cns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528-29 (C.D. Cal. 2004); *see also Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming settlement with 45 objections out of 90,000 notices sent). Here, as of the filing of the Settlement Motion, neither Class Counsel nor WLAC received any objections to the Settlement Agreement. (Germano Decl. ¶ 7; Elliott Decl. ¶ 12). At the hearing, the parties confirmed that no objections had been received since the papers on these Motions were filed. No objector appeared or otherwise presented an objection at the hearing.

Accordingly, this factor weighs in favor of final settlement approval.

After considering and weighing these factors, the Court concludes that the Agreement is fair, adequate, and reasonable. As stated above, no class member has objected to the Agreement. Accordingly, the Settlement Motion is **GRANTED**, and the Settlement Agreement is **APPROVED**.

C. Attorneys' Fees and Costs

In the Ninth Circuit, there are two primary methods to calculate attorneys' fees: the lodestar method and the percentage-of-recovery method. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015) (citation omitted). "The lodestar method is appropriate in class actions where the relief sought and obtained is not easily monetized, ensuring compensation for counsel who undertake socially beneficial litigation." *Yamada v. Nobel Biocare Holding AG*, 825 F.3d 536, 546 (9th Cir. 2016) (internal quotation marks and citation omitted).

"The lodestar method requires 'multiplying the number of hours the prevailing party reasonably expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.'" *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 949 (citation omitted). The lodestar figure is "a presumptively reasonable fee." *Kelly v. Wengler*, 822 F.3d 1085, 1099 (9th Cir. 2016) (citing *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1202 (9th Cir. 2013)).

Here, Class Counsel seeks fees and costs in the amount of $1,960,000, based on 2,955.3 hours expended and $25,493.21 in costs and expenses. (Fees Motion at 10–11). Defendants do not oppose this request (*see* Notice of Non-Opposition (Docket No. 109)), and indeed negotiated the amount requested following preliminary approval of the settlement. (*See generally* Fees Agreement). Because the Settlement Agreement does not provide for a common fund and its value is not readily discernible, the Court examines the reasonableness of the fee request using the lodestar method.

1. Hourly Rate

"To determine a 'reasonable hourly rate,' the district court should consider: 'experience, reputation, and ability of the attorney; the outcome of the results of the

proceedings; the customary fees; and the novelty or the difficulty of the question presented.'" *Hiken v. Dep't of Def.*, 836 F.3d 1037, 1044 (9th Cir. 2016) (citing *Chalmers v. City of L.A.*, 796 F.2d 1205, 1211 (9th Cir. 1986)). "Affidavits of the plaintiffs' attorney and other attorneys regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for the plaintiffs' attorney, are satisfactory evidence of the prevailing market rate." *Beauchamp v. Anaheim Union High Sch. Dist.*, 816 F.3d 1216, 1224 (9th Cir. 2016) (quoting *United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990)). "Once a fee applicant presents such evidence, the opposing party 'has a burden of rebuttal that requires submission of evidence . . . challenging the accuracy and reasonableness of the . . . facts asserted by the prevailing party in its submitted affidavits.'" *Chaudhry*, 751 F.3d at 1110–11 (quoting *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008)).

In support of their proposed hourly rates, Class Counsel submitted declarations detailing the respective hourly rates and backgrounds of the attorneys and staff that worked on this case. (*See generally* Declaration of Autumn Elliott in Support of Fees Motion ("Elliott Fees Decl.") (Docket No. 107-2); Declaration of Alexandra Robertson in Support of Fees Motion ("Robertson Fees Decl.") (Docket No. 107-9); Declaration of Shawna Parks in Support of Fees Motion ("Parks Decl.") (Docket No. 107-13); Declaration of Aaron Fischer in Support of Fees Motion ("Fischer Decl.") (Docket No. 107-17)). The following charts summarize their respective hourly rates and years of experience:

Disability Rights California		
Name	**Graduation Year**	**Requested Rate**
Autumn Elliott	2003	$1,150
Alexandra Robertson	2013	$900
Aisha Novasky	2013	$900
Lucia Choi	2015	$850
Beverly Familiar	N/A (Paralegal)	$320
Phillip Kwan	N/A (Paralegal)	$300

(Robertson Fees Decl. ¶ 15).

Disability Rights Advocates		
Name	**Graduation Year**	**Requested Rate**
Stuart Seaborn	1998	$1,250
Shawna Parks	1999	$1,200
Erin Gallagher	2015	$850
Amelia Evard	2021	$650

(Parks Decl. ¶ 32).

Law Office of Autumn Elliott		
Name	**Graduation Year**	**Requested Rate**
Autumn Elliott	2003	$1,150

(Elliott Fees Decl. ¶ 46).

Law Office of Aaron J. Fischer		
Name	**Graduation Year**	**Requested Rate**
Aaron Fischer	2006	$1,100

(Fischer Decl. ¶ 15).

In light of comparative rates that have been approved in this District and, more generally, in California, the Court concludes that the hourly rates charged by Class Counsel appear reasonable. *See, e.g.*, *C.B. v. Moreno Valley Unified Sch. Dist.*, No. EDCV 21-0194-JGB (SPx), 2025 WL 3040876, at *7–10 (C.D. Cal. Oct. 3, 2025) (approving Disability Rights California's 2025 rates ranging from $495 to $1,300); *Curran v. City of Oakland*, No. CV 23-02354-RS, 2025 WL 3485360, at *6–8 (N.D.

Cal. Dec. 4, 2025) (approving Disability Rights Advocates' 2025 rates ranging from $425 to $1,075 for attorneys).

2. Hours Billed

"In determining reasonable hours, counsel bears the burden of submitting detailed time records justifying the hours claimed to have been expended. Those hours may be reduced by the court where documentation of the hours is inadequate; if the case was overstaffed and hours are duplicated; [or] if the hours expended are deemed excessive or otherwise unnecessary." *Chalmers*, 796 F.2d at 1210.

Here, Class Counsel seek compensation based on 2,955.3 hours of work in this action. (Fees Motion at 24). Those hours are documented by contemporaneous time records identifying the work performed by each timekeeper. (Robertson Fees Decl. ¶ 25 & Ex. B; Parks Decl. ¶ 28 & Exs. A–B; Fischer Decl. ¶ 15 & Ex. A; Elliott Fees Decl. ¶ 37 & Ex. 5). In calculating the lodestar, Class Counsel excluded timekeepers who billed fewer than ten hours and other time that might have been duplicative or excessive. (Robertson Fees Decl. ¶¶ 28–31; Parks Decl. ¶¶ 39–40; Elliott Fees Decl. ¶ 38; Fischer Decl. ¶ 16). The remaining hours are reasonable in view of the duration and demands of this litigation, which included motion practice, an amended complaint, substantial discovery, and mediation. (Elliott Fees Decl. ¶¶ 5–18; Fees Motion at 25–26). Class Counsel also represent that their actual combined lodestar is $2,277,341, whereas the parties agreed to an award of $1,960,000 inclusive of both attorneys' fees and costs. (Elliott Fees Decl. ¶ 44). That amount is reasonable.

3. Costs

Additionally, Class Counsel seek to recover $25,493.21 in costs and expenses incurred in litigating this case. Attorneys may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

Here, Class Counsel have provided a breakdown of the costs for which they seek reimbursement, which include expenses associated with service, research, depositions,

expert fees, and travel. (*See* Robertson Fees Decl., Ex. C; Parks Decl., Ex. C). Given the age of the case and the discovery and mediation attempts undertaken by Class Counsel, the request for costs and expenses is reasonable. The Court also notes that the negotiated $1,960,000 award is inclusive of costs and yet still remains below Class Counsel's combined lodestar and expenses.

Finaly, the parties' separately negotiated agreement regarding attorneys' fees and costs "warrants significant deference." *See In Re Ring LLC Priv. Litig.*, No. CV 19-10899-MWF (RAOx), 2024 WL 2845978, at *6 (C.D. Cal. May 28, 2024); *see also In re Apple Computer, Inc. Deriv. Litig.*, No. C 06-4128-JF (HRL), 2008 WL 4820784, at *2 (N.D. Cal. Nov. 5, 2008) ("[T]he parties have presented evidence that the proposed award of attorneys' fees was negotiated separately. . . . A court should refrain from substituting its own value for a properly bargained-for agreement.").

Accordingly, the Fees Motion is **GRANTED** as to the attorneys' fees and costs requested. The Court awards Class Counsel **$1,960,000** in fees and costs to be paid pursuant to the parties' Fees Agreement.

III. CONCLUSION

The Settlement Motion is **GRANTED**. The Settlement Agreement is **APPROVED**; the Settlement Class is **CERTIFIED** for purposes of settlement; and Cline's counsel are **APPOINTED** as Class Counsel.

The Fees Motion is **GRANTED.** The Court awards Class Counsel **$1,960,000** in fees and costs to be paid pursuant to the parties' Fees Agreement.

Pursuant to ¶ 66 of the Settlement Agreement, the parties shall file a short stipulated proposed final judgment by no later than **September 4, 2026**.

IT IS SO ORDERED.