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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

THE CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER, on behalf of itself, and ANN CUPOLO-FREEMAN, RUTHEE GOLDKORN, and JULIE REISKIN, on behalf of themselves and a proposed class of similarly situated persons,

Plaintiffs,

v.

RLJ LODGING TRUST,

Defendant.

Case No. 15-cv-0224-YGR

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS

AS MODIFIED BY THE COURT

1 Plaintiffs Civil Rights Education and Enforcement Center (“CREEC”), Ann Cupolo
 2 Freeman, Ruthee Goldkorn, and Julie Reiskin (“Named Plaintiffs”) filed unopposed motions for
 3 approval of a class action settlement and for an award of attorneys’ fees and costs. (Dkt. Nos. 74,
 4 69.) The Court held a hearing on the motions on May 3, 2016. Having carefully considered the
 5 papers and for the reasons discussed below, the Court **GRANTS** final approval of the proposed
 6 class settlement and **AWARDS** attorneys’ fees and costs to Class Counsel.

7 **I. BACKGROUND**

8 **A. Litigation History**

9 In this class action, Plaintiffs seek declaratory and injunctive relief for alleged violations
 10 of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12181 *et seq.*, and California’s
 11 Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.*, regarding the provision of wheelchair-
 12 accessible transportation by hotels. Plaintiff CREEC is a civil rights organization based in
 13 Colorado and California. CREEC’s mission includes “ensuring that persons with disabilities
 14 participate in our nation’s civic life without discrimination” (Dkt. No. 50 ¶ 9.) Plaintiffs
 15 Cupolo Freeman, Reiskin, and Goldkorn are CREEC members who each have disabilities within
 16 the meaning of the ADA and California law and use wheelchairs for mobility. Defendant RLJ
 17 Lodging Trust (“RLJ”) is a real estate investment trust that owns approximately 127 hotels
 18 nationwide, approximately 42 of which provide transportation services to guests. (Dkt. No. 67 at
 19 1.)

20 Transportation services provided by hotels are covered by the ADA regulations applicable
 21 to “private entities not primarily engaged in the business of transporting people,” which include
 22 “[s]huttle systems and other transportation services operated by privately-owned hotels.”¹ Under
 23 Department of Transportation regulations, these requirements apply to entities that “operate”
 24

25 ¹ 49 C.F.R. § 37.37(b); *accord* 28 C.F.R. § 36.310(a)(2). The ADA explicitly prohibits
 26 covered entities such as RLJ from “directly, or through contractual, licensing, or other
 27 arrangements,” engaging in actions otherwise prohibited by Title III. 42 U.S.C. §
 28 12182(b)(1)(A)(i); *see also Botosan v. Paul McNally Realty*, 216 F.3d 827, 833 (9th Cir. 2000)
 (holding that a “landlord has an independent obligation to comply with the ADA that may not be
 eliminated by contract”).

1 hotel transportation services,² and the regulations broadly define “operates” to include “the
 2 provision of transportation service by a public or private entity itself or by a person under a
 3 contractual or other arrangement or relationship with the entity.” 49 C.F.R. § 37.3. In addition,
 4 the Department of Justice has explicitly incorporated these regulations to cover public
 5 accommodations that provide transportation services, thus extending their coverage to any entity
 6 that owns, operates, leases or leases to a place of public accommodation (including hotels) that
 7 provides transportation services to guests.³

8 The regulations generally require a hotel that offers transportation services to purchase
 9 accessible vehicles or to provide wheelchair-accessible transportation services to persons with
 10 disabilities that are equivalent to the inaccessible transportation services they provide their guests.
 11 *See* 49 C.F.R. §§ 37.101 & 37.171. Section 37.105 sets forth the equivalent service standard and
 12 identifies a number of characteristics that must be equivalent. The regulations also require that
 13 personnel be trained to proficiency. 49 C.F.R. § 37.173.

14 In their amended complaint, Plaintiffs allege two claims against RLJ: 1) disability
 15 discrimination under the ADA, 42 U.S.C. § 12182(a), for failing to ensure that transportation
 16 services at its hotels comply with the ADA’s accessible transportation requirements; and 2)
 17 violation of California Civil Code section 51(b) for denying Plaintiffs and the class members’
 18 rights to full and equal accommodations, advantages, facilities, privileges, or services offered at
 19 RLJ’s hotels. (Dkt. No. 50 ¶¶ 42-55.) Plaintiffs seek declaratory relief and a permanent
 20 injunction requiring RLJ to comply with the ADA and the Unruh Act, as well as an award of
 21 reasonable attorneys’ fees and costs. Plaintiffs do not seek damages on behalf of the class or the
 22 Named Plaintiffs. *Id.* at 10-11.

23
 24 ² *See* 49 C.F.R. §§ 37.101, 37.171.

25 ³ 28 C.F.R. § 36.310(c) (stating that hotels and other public accommodations not primarily
 26 engaged in the business of transportation that provide transportation services “shall comply with
 27 the requirements pertaining to vehicles and transportation systems in the regulations issued by the
 28 Secretary of Transportation pursuant to section 306 of the Act.”); *see also* 28 C.F.R. § 36.104
 (defining “public accommodation” as “a private entity that owns, leases (or leases to), or operates
 a place of public accommodation”).

1 **B. Mediation and Settlement**

2 Early in the litigation, the parties participated in mediation in San Francisco with retired
3 Magistrate Judge James Larson of JAMS. The parties exchanged extensive information to enable
4 a thorough investigation of the class's claims. Dkt. No. 67 (Prelim. Approval Order) at 2.
5 Plaintiffs' counsel analyzed documents and other information RLJ produced, including
6 information about the transportation services offered to guests without disabilities at each RLJ
7 hotel, and the transportation services, if any, offered to guests with disabilities of the RLJ hotels
8 identified in the complaint, including the names of third-party transportation providers used to
9 provide such services. (Dkt. No. 56 ¶¶ 8-12.) Plaintiffs also analyzed the relevant portions of the
10 management agreements for the RLJ hotels identified in the Complaint. (*Id.* ¶ 11.) As part of the
11 information exchange for mediation, Plaintiffs produced documents regarding the Named
12 Plaintiffs' and other testers' calls to RLJ hotels. (*Id.* ¶ 9.)

13 Following the mediation, the parties continued to negotiate a potential injunctive
14 settlement, while engaging in additional factual investigation. The individual Named Plaintiffs
15 made additional calls to the RLJ hotels they had called before filing suit to test whether the
16 transportation for guests with disabilities was in compliance with the ADA. Plaintiffs' counsel
17 also called third-party transportation providers identified by certain RLJ hotels to evaluate
18 whether those companies could provide wheelchair-accessible services equivalent to the
19 transportation services provided to guests without disabilities, and did outreach to potential class
20 members. (Dkt. No. 70 ¶ 16.)

21 From July through November 2015, the parties continued negotiating the injunctive relief
22 terms of the settlement. (*Id.* ¶ 17.) The parties reached full agreement on injunctive relief before
23 negotiating attorneys' fees and costs. (*Id.* ¶ 18.) On November 5, 2015, the parties executed a
24 memorandum of understanding memorializing the material terms of the settlement, and
25 subsequently executed a long-form agreement. (*Id.* ¶ 19.) Following the preliminary approval
26 hearing on January 12, 2016, the parties modified the proposed agreement and executed the
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1 operative Settlement Agreement on January 22, 2016. (Dkt. No. 65-1.) The Court granted
2 preliminary approval of the proposed Settlement on January 25, 2016. (Dkt. No. 67.)

3 **C. The Settlement Agreement**

4 The terms of the proposed settlement are set forth in the Settlement Agreement. (Dkt. No.
5 67-1, “Agreement.”) The principal terms of the settlement are summarized below:

6 **1. Injunctive Relief**

7 Plaintiffs and RLJ have negotiated a comprehensive scheme for injunctive relief.⁴ The
8 injunctive relief of the Settlement Agreement requires RLJ hotels to comply with the regulations
9 described above. The Settlement Agreement sets forth what compliance means, with specific
10 attention to ensuring that any third-party transportation providers used by RLJ hotels to provide
11 equivalent accessible transportation truly do provide such *equivalent* accessible transportation.
12 (Agreement ¶ 5, 5.a.) Moreover, the Settlement Agreement explicitly requires that *accurate*
13 information be provided to potential hotel guests, so that no guests are erroneously deterred. (*Id.*
14 ¶ 5.c.) RLJ will provide information to Plaintiffs regarding the current status of the hotels that
15 provide transportation services to their guests, as well as any applicable third-party transportation
16 providers.⁵ (*Id.* ¶ 4.) Finally, RLJ will notify all management companies – the companies that
17 directly manage hotels owned by RLJ – about the Settlement Agreement and the management
18 companies’ obligations under the ADA, as well as any hotel’s non-compliance with either. (*Id.* ¶
19 6.)

20 To ensure that RLJ hotels come into compliance, the Settlement provides for a multistage
21 monitoring process involving both a third-party monitor and monitoring by Plaintiffs’ counsel.

22 ⁴ The Complaint sought only injunctive relief, attorneys’ fees, and costs. The Settlement
23 Agreement does not provide for any monetary damages and releases individual damages claims
24 only for the individual Named Plaintiffs through the date of preliminary approval. The proposed
recovery to the class is in all other requests identical to the recovery to the individual Named
Plaintiffs.

25 ⁵ Under the Settlement Agreement RLJ is not required to provide this information for four
26 RLJ-owned hotels operated by Sage Hospitality Resources, LLC, whose transportation services
27 are at issue in another lawsuit brought by Plaintiff CREEC pending in the District of Colorado:
Marriott Denver International Airport, Embassy Suites Irvine California, Courtyard Portland City
Center, and Renaissance Pittsburgh. (Agreement ¶ 4.e.) As such, the release does not cover any
28 claims regarding accessible transportation at these hotels. (*Id.* ¶ 15.c.)

1 First, the third-party monitor will contact up to 50% of RLJ hotels that provide transportation
2 services to guests every four months for the first two years of the Settlement Agreement's term to
3 test their compliance. (*Id.* ¶ 7.b.) Subsequent monitoring cycles will also include hotels that
4 failed to provide accurate information or equivalent accessible services during the previous cycle.
5 (*Id.* ¶ 7.c.) This stepped-up monitoring ensures that so-called problem hotels are more closely
6 monitored. Second, the monitor will send a tester to 15% of the hotels who, during those
7 telephone conversations, claim to have equivalent accessible transportation to confirm that the
8 hotel does indeed provide equivalent, accessible transportation. (*Id.* ¶ 7.b.) Finally, any hotel
9 found to be out of compliance during the first two years of monitoring will be subjected to a third
10 year of monitoring unless it can prove that it has purchased its own accessible transportation
11 vehicle. (*Id.* ¶ 7.d.) Hotels whose non-compliance is confined to inaccurate information will be
12 subjected to the third year of monitoring only if they are found to be out of compliance a second
13 time. (*Id.* ¶ 7.d.) This comprehensive monitoring program is thorough and addresses the issues
14 that Plaintiffs have uncovered during their investigation.

15 RLJ will continue to provide information to Plaintiffs' counsel throughout this process.
16 (*Id.* ¶ 7.e.) Additionally, RLJ will provide notices to hotel managers concerning their respective
17 hotel's non-compliance. (*Id.* ¶ 8.a.) After three instances of non-compliance, RLJ has committed
18 to one of the following: discontinuing *all* transportation services at that particular hotel,
19 purchasing a wheelchair-accessible vehicle for use at that hotel, or taking other action to address
20 non-compliance that will be acceptable to Plaintiffs' counsel. (*Id.* ¶ 8.c.) This final part of the
21 monitoring and compliance process closes the loop so that all hotels should be in full compliance
22 with the ADA by the end of the third year of the Settlement Agreement, if not before then. Future
23 management agreements between RLJ and hotel management companies must include a
24 requirement that the hotel managers comply with accessible transportation requirements under the
25 ADA. (*Id.* ¶ 8.d.)

26 The parties have agreed that Progressive Management Resources, Inc. ("PMR") will be
27 the third-party monitor. RLJ will pay the monitor's fees and costs. (*Id.* ¶ 7.f.)
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1 Plaintiffs' counsel will also be involved in monitoring. (*Id.* ¶ 7.b.i.) They will do so
 2 through any members of the class who visit RLJ hotels as well as through their own monitoring of
 3 the third-party transportation providers used by RLJ hotels to ensure that the services provided by
 4 the third parties are actually equivalent to the services provided to guests without disabilities. In
 5 addition, Plaintiffs' counsel will review monitoring reports by PMR, and raise issues as needed
 6 with RLJ.

7 Finally, in the event of a dispute the parties cannot resolve on their own, the parties agreed
 8 to a multi-stage process by which the dispute is first brought to a mediator, and if the dispute
 9 cannot be resolved in mediation, the parties will bring the dispute to the Court for resolution
 10 during the term of the Settlement Agreement. (*See id.* ¶ 14.)

11 **2. Class Release**

12 The Settlement Agreement releases claims for injunctive or declaratory relief on behalf of
 13 the class through the date of preliminary approval, or January 25, 2016. (*See id.* ¶ 15.a.) It does
 14 not release any claims for monetary damages on behalf of class members, other than the claims
 15 for monetary damages of the three Named Plaintiffs. (*See id.* ¶ 15.b.) Nor does it release any
 16 claims of class members or the three Named Plaintiffs against management companies for RLJ
 17 hotels.⁶ (*See id.* ¶ 15.c.)

18 **3. Attorneys' Fees and Costs**

19 The Settlement Agreement provides that Class Counsel will seek, and RLJ will not
 20 oppose, an award of reasonable attorneys' fees and costs up \$135,000, subject to Court approval.
 21 (*Id.* ¶ 11.a.) The award of fees will compensate Class Counsel for work performed in connection
 22 with this action, including "ensuring that the Settlement is implemented, and monitoring and
 23 evaluating compliance with the Settlement . . ." (*Id.*)

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 27 ⁶ As noted above, Plaintiffs and the class do not release any claims regarding accessible
 28 transportation at four RLJ hotels operated by Sage Hospitality Resources, LLC, a defendant in a
 similar pending lawsuit brought by CREEC.

1 **D. Notice to the Class**

2 Plaintiffs proposed, and the Court ordered, dissemination of the class notice by email to
 3 known disability advocacy groups and independent living centers, as well as to individuals with
 4 disabilities who have communicated with CREEC about accessible hotel transportation and/or
 5 this lawsuit. Consistent with the notice plan, CREEC posted the notice, Settlement Agreement,
 6 and related case documents on the page of its website identified in the notice, and sent the class
 7 notice to 650 disability-related organizations and 41 individuals. (Dkt. No. 74-1 ¶¶ 2-5.) CREEC
 8 made efforts to redeliver returned notices and ultimately reached all but four organizations and
 9 two individuals it attempted to reach. (*Id.* ¶ 4.)

10 **II. CLASS CERTIFICATION**

11 For the reasons set forth in the Court’s order granting preliminary approval, the Court
 12 confirms that the proposed settlement class meets the requirements of Rules 23(a) and 23(b)(2) of
 13 the Federal Rules of Civil Procedure. (*See* Dkt. No. 67.) The Court further confirms the
 14 appointment of Ann Cupolo Freeman, Ruthee Goldkorn, and Julie Reiskin as class
 15 representatives, and the appointment of Plaintiffs’ counsel as Class Counsel.

16 The Settlement Class is defined as:

17 All individuals who use wheelchairs or scooters for mobility who, from January
 18 15, 2013 to the date of preliminary approval of the Settlement [January 25, 2016],
 19 have been denied the full and equal enjoyment of transportation services offered
 to guests at Hotels owned and/or operated by RLJ because of the lack of
 equivalent accessible transportation services at those Hotels.

20 (*Id.* at 7-13.)

21 **III. FINAL APPROVAL OF SETTLEMENT**

22 The Court approves the proposed settlement as a “fair, reasonable, and adequate”
 23 resolution of this litigation. Fed. R. Civ. P. 23(e)(2); *Officers for Justice v. Civil Serv. Com’n of*
 24 *City and Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). The Ninth Circuit has
 25 recognized the “strong judicial policy that favors settlements, particularly where complex class
 26 action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
 27 1992). In evaluating a proposed class action settlement, “[i]t is the settlement taken as a whole,
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1 rather than the individual component parts, that must be examined for overall fairness....” *Staton*
2 *v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir. 2003) (alteration in original) (quoting *Hanlon v.*
3 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)).

4 When determining whether to grant final approval, “the court’s intrusion upon what is
5 otherwise a private consensual agreement negotiated between the parties to a lawsuit must be
6 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product
7 of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement,
8 taken as a whole, is fair, reasonable and adequate to all concerned.” *Officers for Justice*, 688 F.2d
9 at 625. A court should balance “the strength of plaintiffs’ case; the risk, expense, complexity, and
10 likely duration of further litigation; the risk of maintaining class action status throughout the trial;
11 the amount offered in settlement; the extent of discovery completed, and the stage of the
12 proceedings; the experience and views of counsel . . . ; and the reaction of the class members to
13 the proposed settlement.” *Id.* The list of factors a court should consider is not exclusive, and
14 “those factors not relevant to the case [may be] omitted.” *Churchill Vill., L.L.C. v. Gen. Elec.*,
15 361 F.3d 566, 576 n.7 (9th Cir. 2004). “Not all of these factors will apply to every class action
16 settlement,” and in certain circumstances, “one factor alone may prove determinative in finding
17 sufficient grounds for court approval.” *Nat’l Rural Telecomms. Coop. v. DirecTV, Inc.*, 221
18 F.R.D. 523, 525-26 (C.D. Cal. 2004) (citing *Torrise v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376
19 (9th Cir. 1993)).

20 Here, the Court has evaluated the proposed settlement for overall fairness under the
21 relevant factors and concludes that the settlement merits approval. The extensive injunctive relief,
22 combined with robust monitoring, is an excellent result for the class, and is a fair and adequate
23 resolution of this case. The risk, duration, and expense of continued litigation in the absence of a
24 settlement also supports approval. Although the parties reached this settlement before the Court
25 was faced with resolving the parties’ claims on the merits, RLJ stated in the parties’ joint case
26 management statement that it anticipated filing a motion to limit the scope of discovery to four
27 hotels, that it would oppose a motion for class certification, and that it would move for judgment
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1 on the pleadings and summary judgment. (Dkt. No. 25 at 4, 6.) Even if the Plaintiffs ultimately
2 were to prevail on the merits, by reaching this settlement at an early stage in the litigation,
3 Plaintiffs have obtained substantial injunctive relief for the class on a much shorter time frame
4 than otherwise possible.

5 In addition, although this case resolved early in the litigation, the parties exchanged crucial
6 information, permitting them to discuss both the relevant facts and possible frameworks for
7 injunctive relief. In particular, Plaintiffs obtained extensive information from RLJ in mediation,
8 which, combined with their own investigation, enabled them to make a thorough assessment of the
9 class's claims. The settlement is the product of extensive negotiations and was reached with the
10 assistance of a JAMS mediator who is a retired federal magistrate judge. The views of counsel,
11 whom the Court has noted have "substantial experience in both disability rights and class action
12 litigation," (Dkt. No. 67 at 3) also support approval. Finally, no class members objected to the
13 proposed settlement, which also supports approval.

14 In sum, the Court concludes that when viewed as a whole, the proposed settlement is "fair,
15 reasonable, and adequate." Fed. R. Civ. P. 23(e). Therefore, the Court **GRANTS** final approval to
16 the class settlement.

17 **IV. ATTORNEYS' FEES AND COSTS**

18 Rule 23(h) provides that "[i]n a certified class action, the court may award reasonable
19 attorneys' fees and nontaxable costs that are authorized by law or by the parties' agreement."
20 Fed. R. Civ. P. 23(h). Courts have an independent obligation, however, "to ensure that the award,
21 like the settlement itself, is reasonable, even if the parties have already agreed to an amount." *In*
22 *re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (citations omitted).

23 The ADA provides for an award of reasonable attorneys' fees and costs to prevailing
24 parties. 42 U.S.C. § 12205. The Ninth Circuit has approved the "lodestar" method for
25 calculating a reasonable attorneys' fee in "class actions brought under fee-shifting statutes (such
26 as federal civil rights, securities, antitrust, copyright, and patent acts), where the relief sought –
27 and obtained – is often primarily injunctive in nature and thus not easily monetized, but where the
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1 legislature has authorized the award of fees to ensure compensation for counsel undertaking
2 socially beneficial litigation.” *In re Bluetooth*, 654 F.3d at 941.

3 The Court determines the lodestar by multiplying the number of hours reasonably
4 expended on the matter by a reasonable hourly rate. *Hensley v. Eckerhart*, 461 U.S. 424, 433
5 (1983); *Jordan v. Multnomah Cty.*, 815 F.2d 1258, 1262 (9th Cir. 1987). The lodestar should be
6 calculated by using hourly rates that are the “rate prevailing in the community for similar work
7 performed by attorneys of comparable skill, experience, and reputation.” *Camacho v. Bridgeport*
8 *Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). “Generally, when determining a reasonable hourly
9 rate, the relevant community is the forum in which the district court sits.” *Prison Legal News v.*
10 *Schwarzenegger*, 608 F.3d 446, 454-55 (9th Cir. 2010) (quoting *Camacho*, 523 F.3d at 979). In
11 calculating the lodestar, it is appropriate for Class Counsel to use their current hourly rates at the
12 time of the fee motion. *See, e.g., In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d
13 1291, 1305 (9th Cir. 1994) (noting that “[f]ull compensation requires charging current rates for all
14 work done during the litigation, or by using historical rates enhanced by an interest factor”);
15 *Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1078 (N.D.Cal. 2010) (noting that plaintiff’s counsel in
16 ADA case were “entitled to receive their *current* hourly rates as compensation for the delay in
17 payment”). Although the Court presumes that the lodestar represents a reasonable fee, the Court
18 may adjust it upward or downward to reflect “a host of reasonableness factors, including the
19 quality of representation, the benefit obtained for the class, the complexity and novelty of the
20 issues presented, and the risk of nonpayment.” *In re Bluetooth*, 654 F.3d at 942 (internal
21 quotations omitted). “Foremost among these considerations, however, is the benefit obtained for
22 the class.” *Id.*

23 Plaintiffs request a fee award of \$128,467.70, and reimbursement of \$6,532.30 for costs,
24 for a total of \$135,000. This amount includes fees for work performed in connection with this
25 lawsuit as well as fees for future monitoring and evaluating compliance with the settlement.
26 According to Class Counsel, as of March 1, 2016, counsel’s lodestar is \$144,110.50, reflecting
27 246.3 hours. (Dkt. No. 70 ¶ 8.) The lodestar reflects the exercise of billing judgment to omit
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1 51.3 hours, and does not include time worked after March 1, 2016 relating to obtaining final
2 approval of the settlement or monitoring, which will continue for three years after final approval.
3 (*Id.*) The requested amount, \$128,467.70, represents 89.1% of counsel's lodestar. (*Id.*) Counsel
4 have requested their current rates for 2016, and submitted a detailed description of the work
5 performed by counsel in this case, including a breakdown of time spent on various categories of
6 tasks in the litigation, as well as an itemized list of costs. Class Counsel have extensive
7 experience litigating complex civil rights class actions, and the supporting declaration of Linda
8 Dardarian, a partner at a civil rights law firm in Oakland, California, confirms that the rates used
9 by Class Counsel are reasonable market rates. (Dkt. No. 71.)

10 The Court finds that the hourly rates requested are in line with the market rates charged by
11 attorneys and paralegals of similar experience, skill, and expertise practicing in the Northern
12 District of California. In addition, the number of hours that Class Counsel spent on this case was
13 reasonable in light of the issues presented in this litigation and the extensive injunctive relief
14 obtained for the Class. Class Counsel have reasonably accounted for and eliminated potentially
15 unnecessary and duplicative hours. No class member objected to the fee request. The Court
16 therefore concludes that the attorneys' fees requested are reasonable. Accordingly, the Court
17 **AWARDS** Class Counsel \$128,467.70.

18 Class Counsel are also entitled to reimbursement of reasonable expenses. Fed. R. Civ. P.
19 23(h). Class Counsel's out-of-pocket costs total \$6,532.30. The Court has examined the
20 expenses incurred by Class Counsel and concludes that they are reasonable and of the type that
21 would normally be charged by an attorney to a fee-paying client. *See Grove v. Wells Fargo Fin.*
22 *Cal., Inc.*, 606 F.3d 577, 580 (9th Cir. 2010). The Court therefore **AWARDS** Class Counsel
23 \$6,532.30 in expenses.

24 **V. CONCLUSION**


25 For the reasons above, the Court **APPROVES** the settlement and **AWARDS** Class Counsel
26 \$128,467.70 in attorneys' fees and reimbursement of \$6,532.30 in costs. The Court enters the
27 Settlement Agreement (Dkt. No. 67-1) as an order of the Court and will retain jurisdiction during
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1 the term of the Settlement Agreement over the parties, the lawsuit, and the settlement for
2 purposes of enforcing the Settlement Agreement.

3 This Order terminates Docket Numbers 69, 74.

4 **IT IS SO ORDERED.**

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6 Dated: May 3, 2016


7 Hon. Yvonne Gonzalez Rogers
United States District Court Judge

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