AMERICAN ARBITRATION ASSOCIATION

LISA IRVING, Claimant,

v.

UBER TECHNOLOGIES, INC., Respondent.

AAA Case No. 01-18-0002-7614

Reasoned Award

I, Rudolph J. Gerber, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, each represented by counsel, at an evidentiary hearing held in San Francisco on December 15-18, 2020, do hereby, AWARD, as follows:

This case involves potential liability of Respondent Uber (Uber), a transportation provider, for its drivers' conduct regarding Claimant Lisa Irving (Irving) for refusing 14 times, discussed below, to provide her appropriate transportation on the grounds of her blindness and/or seeing eye dog.

Procedural History

This case was filed with the American Arbitration Association in 2018. Prior Arbitrator Samiere made preliminary findings before the case was transferred to the undersigned arbitrator in 2019. Evidentiary hearings on the merits occurred in mid - December, 2020, followed by the parties' detailed post-hearing opening and reply briefs. This is the decision on the merits of the claims.

Overview

Both parties' central contentions address whether Uber's drivers are employees or independent contractors or, ultimately, whether that determination is decisive. Their well - researched briefs go into detail about whether the drivers, who control their own hours and schedules, act independently of Uber or, alternatively, whether Uber controls them, at least to some extent, for compliance with the Americans with Disabilities Act (ADA). If the drivers are independent contractors, which is Uber's view, then the company is seemingly not responsible for their discriminatory conduct; on the other hand, as asserted by Ms. Irving, if the drivers are employees of Uber, then Uber seemingly bears responsibility for their discriminatory conduct.

For reasons explained below, this distinction between employees and independent contractors, although relevant as corroboration, is not primarily decisive because of overriding federal policy regarding ADA compliance.

ADA Law

The Department of Justice is responsible for enforcing the ADA. As well briefed by both parties, the ADA prohibits discrimination against individuals with disabilities in all areas of public life, including transportation. Under Title III of the ADA, a plaintiff may establish a private entity's liability by showing (1) the private entity is "primarily engaged in the business of transporting people" and its "operations affect commerce"; (2) the plaintiff is disabled under the ADA; and (3) the entity, directly or by contract, discriminated on the basis of disability. See 42 U.S.C. § 12184; 49 C.F.R. §§ 37.5, 37.23.

The prior arbitrator resolved this first issue by ruling on the parties' dispositive motions. See Arbitrator Samiere's 7/23/2019 Ruling RE: Dispositive Motions ("Order") at B(1) ("Respondent Uber meets the definition of a transportation provider under 42 U.S.C. § 12184 as a private entity primarily engaged in the business of providing transportation to people and whose operations affect commerce."); see also (B)(3), ("Uber as the operator of its ride hailing business is covered by the ADA, Title III").

Ms. Irving established the second issue by testimony that she is legally blind. Dec. 15, 2020 Transcript of Proceedings, Vol. I ("Vol. 1") at 44:10-45:18 (legally blind); id. at 46:21-47:23 (meets ADA definition of disabled and uses a guide dog); see, e.g., *National Fed'n of the Blind v. Target Corp*., 582 F. Supp. 2d 1185, 1209 (N.D. Cal. 2007) (holding a legally blind person is "disabled" under the ADA).

As to the third element, transportation providers subject to the ADA who refuse to transport a person with a guide dog commit discrimination, 49 C.F.R. § 37.167(d), as does providing unequal service to that person due to the guide dog. 49 C.F.R. §§ 37.5; 37.29 (c); see also *Ascencio v. ADRU Corp.,* 2013 U.S. Dist. LEXIS 182463 at *15 (N.D. Cal. Dec. 19, 2013). Ms. Irving established that on 14 separate occasions, she was either denied a ride altogether or harassed by Uber drivers not wanting to transport her with her guide dog.

Uber is liable for each of these incidents under the DOJ interpretation of the ADA as well as due to Uber's contractual supervision over its drivers and for its failure to prevent discrimination by properly training its workers.

Liability for Drivers' Conduct

Uber is responsible for conduct that violates the ADA on independent federal grounds. First, under Department of Transportation ("DOT") guidance, the ADA imposes a non-delegable duty on the operator of a Title III-covered transportation system to make its services non-discriminatory, even if provided by a sub-contractor such as a driver. See 56 Fed. Reg. 45584; 49 C.F.R. § 37.23(d).

Arbitrator Samiere held that Uber operates a transportation service subject to the ADA. Order at B(3) (holding Uber is a covered entity under the ADA, even though its contracted drivers provide the transportation). Whether its drivers are employees or independent contractors, Uber is nonetheless subject to the ADA as a result of its contractual relationship with its drivers per Arbitrator Samiere's holding that Uber "contracts" with its drivers to provide transportation.

Under the DOJ's Statement of Interest in the NFB Action, an ADA claimant against a transportation provider under section 12184 "can prevail on [its] ADA claim by demonstrating that . . . Defendants, directly or through a contractual or other relationship, discriminated on the basis of disability." Attachment C submitted with Ms. Irving's Post-Hearing Brief, at 7 (hereafter "Att. C"). This contractual relationship also makes Uber answerable for its drivers' conduct.

Uber's main contention in its Response is that Title III's coverage is more stringently applied to public accommodations than to transportation providers. To the contrary, the DOJ has explained that "While Title III is routinely characterized as the public accommodation title of the ADA, its reach is much broader. Title III of the ADA prohibits discrimination on the basis of disability by a broad range of entities, including public accommodations and, as applicable here, private entities providing transportation services." Att. C at 3-4. Thus, the non-discrimination standards under the ADA (and a covered entity's responsibility for its contracted parties) apply equally to all Title III entities, including public accommodations and transportation providers.

The Final Rule discussion of the "Service Under Contract" DOT regulation in the Federal Register confirms that the regulation intends to embody the "stand in the shoes" doctrine in 56 Fed. Reg. 45584. This doctrine holds that when an entity (a principal) provides public transportation via a contract with another entity to operate all or a portion of that system (a sub), the principal entity "must assure that the same accessibility requirements are met by the [subcontractor] entity . . . as would apply if the [principal] entity were operating the system [or portion thereof] itself." *Id*. (quoting H. Rept. 101-485, Pt. 1 at 26); *see also id*. (confirming

the doctrine applies to arrangements between private entities and also to "provision of service" obligations).

Uber argues that the "stand in the shoes" doctrine means that drivers inherit the same obligations that apply to Uber, which "would do Claimant no good because Uber does not have ADA obligations." Uber's Pre-Arbitration Brief ("Uber Pre-Arb. Br.") at 15-16. While Uber is correct that its drivers are bound by the same regulations as Uber, the regulation and Final Rule create Uber's own duty to ensure that drivers actually adhere to those ADA regulations. *See* 56 Fed. Reg. 45584.

Employment Status

Though it is unnecessary to rely primarily on employment status for this decision because of the foregoing, the drivers' employment relationship with Uber corroborates the foregoing analysis. S*ee also People v. Uber II*, 56 Cal. App. 5th at 277 n.5 (2020).

In *People v. Uber*, Case No. CGC-20-584402 ("*Uber I*") (Irving Br., Att. A), the court held that the ABC test should govern the question of whether Uber drivers are Uber's employees. *Id*. at 4; *see also Uber II*, 56 Cal. App. 5th at 277 n.5 (affirming the use of the ABC test and noting AB 5 established it as a "general rule. The ABC employment criteria, as applied

by *Uber I*, states the test for employment classification for conduct prior to the effective date of Prop. 22, which includes every incident at issue here. On February 10, 2021, the California Supreme Court denied review and refused to depublish *Uber II's* affirmation of *Uber I's* injunction, notwithstanding the passage of Prop. 22. *See People v. Uber Techs.*, No. S265881 (Cal. 2021).

Uber Supervision & Control

The primary consideration under the *Borello* case is the degree of control the company can exert over its workers, especially by termination. *Borello v. Dept of Industrial Relations*, 48 Cal. 3d at 350 (1989) (holding right to terminate at will is strong evidence of employment).

Evidence showed that Uber terminates its drivers for failure to meet "community guidelines" including ADA policies. Uber counsels its drivers to be courteous and informs them they can be terminated if riders issue negative reviews or if drivers violate Uber policies, including its service animal policy. *See* Arbitration Exhibit ("Exh.") 21. ("Perhaps the strongest evidence of the right to control" is whether Uber can fire its transportation providers at will."); *Secci*, 8 Cal. App. 5th at 856 (a taxi association bylaws providing that members may be terminated for inappropriate conduct,

intoxication, or lewd remarks weighs in favor of a finding of employment) (citing *Smith v. Deutsch*, 89 Cal.App.2d 419, 423 (1948)).

Uber's control over its drivers goes beyond termination. Under *Borello*, it is unnecessary that Uber control *every* aspect of the drivers' work; "what matters . . . is … how much control the hirer retains the *right* to exercise". *Ayala v. Antelope Valley Newspapers, Inc.* 59 Cal. 4th 522, 533 (2014). Uber's form agreement ("TSA") provides that Uber may unilaterally change any terms of the relationship. Exh. 16, at §14.1. Drivers are deemed to have accepted these terms if they remain on the platform.

Uber admits that it understood these ADA obligations. Uber's Critical Support Team Program Manager, Mollie Scott, testified that Uber trained employees to talk with drivers investigated for service dog discrimination and, further, that drivers are bound by the ADA to provide transportation to blind people with guide dogs. Vol. 4 at 641:7-644:22; Exh. 110. Ms. Irving lodged complaints with Uber expecting that they would be investigated, that Uber would take further action and that Uber would report back to her. *See* Exhs. 51, 130, 71, 62 and 121. When Uber did conduct an investigation, its investigators were trained, in some instances, to coach drivers to find non-discriminatory reasons for ride

denials, Vol. 4 at 694:22-704:4, sometimes even to "advocate" to keep drivers on the platform despite discrimination complaints. *Id.*

Ms. Scott testified there was nothing to "advocate" for in these cases because the outcome of pre-NFB Settlement investigations was a "strike" unless the driver refused to take service animals in the future. Vol. 4 at 709:2-12. Her testimony confirms Uber acknowledged but lacked adequate policies to address discrimination (*i.e.*, as long as a driver promised to take service animals in the future, there would be no consequences). Ms. Scott admitted that drivers given a "strike" prior to the NFB Settlement might have been deactivated if the same complaint was filed after the NFB settlement effective date. *Id.* at 650:22-51:18.

For years, therefore, Uber allowed drivers who discriminated against disabled riders to continue driving without discipline. Evidence showed Uber admitted but failed its duty to make reasonable modifications in its policies to prevent discrimination for Ms. Irving's complaints pre-dating the NFB Settlement, which include 10 of the 14 incidents

Failure to Train

As an operator of a "demand responsive system," *see* Order at B(2), Uber had a duty to comply with the ADA. Uber claims that the fact that it "operates" a demand responsive system is irrelevant. Uber Response at 5.

As the DOJ explained, the definition of "operate" a transportation system is not only relevant to Uber's responsibility for its drivers' conduct but is also decisive. Att. C at 5. As the DOJ explained, the definition of "operate" includes "the provision of transportation services by a … private entity itself or by a person under a contractual or other arrangement with the entity." Id., quoting 49 CFR § 37.3. This definition of "operate a demand responsive" system precedes the DOJ's conclusion, quoted by Claimant in her Post-Hearing Reply Brief: "Thus, an entity may operate a demand responsive system even if it does not itself provide transportation services, if it does so through a contractual relationship with another entity or even individual drivers." Id. at 5.

Uber's Response distinguishes some of the cases that Claimant cites on the supposition that Uber's obligations as a transportation provider under the ADA are less stringent than the ADA's obligations for a public accommodation. *Doud v. Yellow Cab of Reno* found the employment status of its drivers irrelevant not because the company had a discriminatory policy but because "the ADA's prohibitions apply equally to [independent contractors]." 2015 U.S. Dist. LEXIS 26700, at *13 (D. Nev. March 3, 2015). Although *Botosan v. Paul McNall Realty* did not directly concern a transportation provider, the court's conclusion that a lessor cannot assign

away its ADA responsibilities is instructive . 216 F.3d 827, 833 (9th Cir. 2000). *Cupolo-Freeman v. Hospitality Props. Trust* held that an entity contracting with third parties to provide transportation services "operated" transportation services so it had to comply with the ADA. 2019 U.S. Dist. LEXIS 30633 (N.D. Cal. Feb. 26, 2019), at *15.1 Similarly, Uber, as the "operator" of its transportation service, is responsible for the actions of the drivers with whom it contracts as is shown, inter alia, by these cases and by Uber's deficient discipline of these drivers.

NFB Settlement

Uber argues that the NFB Settlement bars Ms. Irving's claims. The court-approved release in the NFB Settlement explicitly excludes class members' claims for damages. Exh. 30 at p. 34 of 160; Preliminary Approval Order, NFB Action, Dkt. 112 ("Notably, the class retains their damage claims, but releases their injunctive claims.") The Court's order preliminarily approving the NFB Settlement notes *seven times* that the settlement does not release class members' claims for monetary damages. Arbitrator Samiere decided that the NFB Settlement does not bar Ms. Irving's claims or limit the Arbitrator's authority to award relief (Order at A(2)).

In conclusion, nothing in the NFB Settlement bars Ms. Irving from pursuing her claims against Uber for money damages arising under the ADA and the Unruh Act.

The 14 Instances

The Unruh Act is California's analog to the ADA; any violation of the ADA also violates the Unruh Act. CAL. CIV. CODE §§ 51(b), 51(f); *see also Lentini v. Cal. Ctr. for the Arts*, 370 F.3d 837, 847 (9th Cir. 2004). The Unruh Act authorizes monetary damages for the kinds of discrimination Ms. Irving received starting at a floor of $4,000 per incident and increasing based on severity. CAL. CIV. CODE § 52(a) (damages are per incident and must be at least $4,000 and up to three times actual damages per separate incident); *see also id.* § 52(h) ("actual damages" include general and special damages, including pain and suffering and emotional distress); *Iguarta v. Mid-Century Ins. Co.*, 2017 U.S. Dist. LEXIS 37015, at *5 (D. Nev. March 14, 2017) (emotional distress damage is a subset of general damages), included as Att. H.

Ms. Irving seeks $4,000 in damages for each of the two alleged discriminatory acts. She requests amounts above the statutory minimum for the remaining twelve documented violations. Egregious incidents yield damages more than the statutory minimum. *See Molski v. Gleich*, 318 F.3d

937, 955 (9th Cir. 2003), *overruled on other grounds* by *Dukes v. Wal-Mart Stores, Inc.*, 603 F.3d 571, 617 (9th Cir. 2010) (citing *Boemio v. Love's Rest.*, 954 F. Supp. 204, 209 (S.D. Cal. 1997)).

Uber specifically challenged only seven of the fourteen incidents of discrimination against Ms. Irving. Uber Br. at 15. Accordingly, the incidents on 10/12/16, 11/2/16, 12/6/2016, 12/24/16, 5/25/17, 6/10/17, and 11/11/16 are unrebutted.

Uber argues generally that "courts have found allegations and evidence similar to Ms. Irving's insufficient" for recovery *id.*, but the only case it cites is *Reeves v. MV Transp., Inc.*, 845 F. Supp. 2d 104 (D.D.C. 2012), which is dissimilar. Uber also argues generally that because it matched Ms. Irving with other drivers after she was denied service, she is not entitled to relief for the "inconvenience" of waiting for a new ride. Uber Br. at 15-16, but Uber does not support this argument with case law. Uber's citation to a DOJ webpage regarding service dogs is equally unavailing. *See* Uber Br. at 16. Uber's quote ignores crucial text that clarifies that this guidance does <u>not</u> apply to transportation providers. In Ms. Irving's case, transportation providers are at issue, and Uber acknowledges that allergies do not excuse refusal to transport a rider. Exh. 30 at 43.

Uber has not provided facts or arguments based in law to refute the discrimination by its drivers on 10/12/16, 11/2/16, 12/6/16, 12/24/16, 5/25/16, 6/10/17, and 11/11/16 discrimination by Mr. Mbewa.

Ms. Irving is entitled to damages for the 4/11/17 and 4/28/17 ride denials. Uber's own investigations found that these drivers knowingly denied Ms. Irving rides because of her guide dog. Exh. 94, Dec. 18, 2020 Transcript of Proceedings, Volume IV ("Vol. 4") at 665:6-15, 664:20-665:5, Exh. 35; *see* Exh. 30 at p. 17 of 160. Additionally, Uber's claim that Ms. Irving didn't identify her dog as a guide dog to these drivers misstates her testimony. She stated that she always identified her dog as a guide dog when in person with a driver. Dec. 15, 2020 Transcript of Proceedings, Volume I ("Vol. 1") at 151:14-152:24. She also testified that the circumstances were clear that she is visually disabled, and that Bernie was her guide dog. *Id.* at 48:4-49:9, 59:13-60:3, 61:19-62:11. She testified that she had learned it was better to have a conversation with a driver face-to-face, and she started texting drivers in advance when that option was available. Dec. 16, 2020 Transcript of Proceedings, Volume II ("Vol. 2") at 316:7-20. Neither the ADA nor Unruh require Ms. Irving to alert a driver in advance that she is with a guide dog.

Accordingly, Ms. Irving is awarded the minimum damage for the (1) 4/11/2017 ride denial by Jorge Hurtado de Men and (2) the 4/28/2017 ride denial by Nathan Smith. In both of these situations, she was stranded by the Uber drivers, who refused her a ride due to her guide dog. *See* Att. B (Incident Chart). The award for these two incidents totals $8000.

$8,000 in Damages

Ms. Irving requests and is awarded $8,000 for each ride denial on 11/11/2016 by drivers Benedict Mbewa and Medo Zueter. These ride denials merit more than statutory minimum damages because these drivers made discriminatory remarks directly to Ms. Irving when she was in the vehicle. *See* Att. B. The total for these two incidents is $16,000.

$15,000 in Damages

Ms. Irving suffered significant emotional distress after face-to-face interactions with the following drivers: (1) 10/4/2016 ride denial by Heather Peddie; (2) 11/2/2016 ride denial by Amadu Camara; (3) 12/6/2016 ride denial by Rami Shajwari; (4) 5/25/2017 ride denial by David Morgan; and (5) 6/10/2017 ride denial by Hasan Alshaham. *See* Att. B. Ms. Irving requests $15,000 for each of these ride denials.

Comparable damages have been awarded in cases without interaction with the defendant. For example, in *Rodriguez v. Barrita, Inc.*,

10 F. Supp. 3d 1062, 1068 (N.D. Cal. 2014), plaintiff, a wheelchair user, was denied access to a restaurant because it had a stairway leading up to the entrance, but no lift or ramp for wheelchair users. Based on this single incident, plaintiff secured $12,000 in damages.

The circumstances of each of Ms. Irving's five ride denials, and the effect of each ride denial, were more egregious than in *Rodriguez*. Ms. Peddie humiliated Ms. Irving by refusing to talk to her directly, Mr. Camara's and Mr. Shajwari's denials caused her to be late for work and contributed to her separation from her employer, Mr. Morgan ruined her birthday celebration, and Mr. Alshaham left her in a dark and dangerous area at a late hour. *See* Att. B.

Each of these five incidents merits a $15,000 award. The total award for these five incidents is $75,000.

$25,000 in Damages

Ms. Irving experienced additional emotional distress and significant inconvenience as a result of the following ride denials: (1) 10/12/2016 ride denial by David Williams, (2) 12/24/2016 ride denial by Adam Zarour, and (3) 1/6/2017 ride denial by Martin Arcasi. Ms. Irving requests $25,000 for each of these ride denials.

Similar cases have resulted in *settlements* in the $20,000-$30,000 range. In *Kenneth Stein v. Marriott International, Inc.* (N.D. Cal., Case No. 13-5982 HSG), mobility-disabled husband and wife plaintiffs encountered access barriers during their stay for one evening at a hotel, ruining their efforts for a weekend getaway. Att. I (*Stein* Amended Complaint). Plaintiffs secured a damages settlement of $30,000 for the wife, who could not access most of the features in the hotel room, and $20,000 for the husband, who assisted her during their stay. Att. J (2015 Settlement Agreement and Release RE: Damages); *see* Att. I.

In *Henderson v. Lincoln Square, LLC* (N.D. Cal., Case No. 12-1938 JCS), a disabled plaintiff using a service dog was asked by the owners of a restaurant to leave the premises because of her service dog. *See* Att. K (*Henderson* Complaint). For this single incident, plaintiff secured a settlement of $21,000. Att. L (2013 Court-Enforceable Settlement Agreement and Release).

Ms. Irving's ride denials here match the *Stein* and *Henderson* cases, because the three Uber drivers caused her emotional distress in addition to denying her a ride. Mr. Williams brought her to tears and caused her to miss her shift and lose wages for the day. Mr. Zarour stranded her and her friend on their way to Christmas Eve church services, leaving them in the

rain. Mr. Arcasi denied her a ride at a very late hour and lied that he completed her ride, forcing her to make several calls to Uber just to get home. *See* Att. B. Each incident merits a $25,000 award. The total award for these three incidents is $75,000.

$75,000 in Damages

Some instances of disability discrimination approach or exceed six-figures, even for single incidents. *See, e.g.*, *Hankins v. El Torito Restaurants*, 63 Cal.App.4th 510, 515-16 (1998) (awarding $80,000 for refusal to allow disabled plaintiff to use first-floor employee bathroom, rather than public bathroom on second floor) (*aff'd* on appeal, with additional appellate attorney's fees of $323,700); *Jesse Acosta v. Nuvision Federal Credit Union* (C.D. Cal., Case No. CV 12-03547 MMM (MANx)) (awarding blind plaintiff $160,000 who was denied a loan on a single occasion) (enclosed as Att. M (Complaint and 10/24/2013 Special Verdict Form)); *Anderson v. Tran* (L.A. Sup. Court, Docket Number: EC061267) (awarding a disabled plaintiff $481,500 for denied entry to defendant's supermarkets with his dog, after explaining the dog was a service animal) (Att. N (Verdict and Settlement Summary for Verdict/Judgment Date: 12/9/2014)); *Odis and Loretha Martin v. Hilton Worldwide, Inc., et al.* (E.D. Cal., Case No. 2:14 −CV−00360−GEB−AC) (settlement damages of $120,000 for husband and

wife plaintiffs with mobility disabilities who were unable to access their hotel room and had to find accommodations elsewhere) (Att. O (Amended Complaint and 2016 Settlement Agreement and General Release)).

The remaining two incidents, the 10/14/16 ride with Mr. Dreher and the 11/5/16 ride with Dionna Naranjo, involve verbally abusive drivers. Although the 10/14/2016 and 11/5/2016 rides were completed, they also involved discriminatory acts. The ADA states that "[n]o individual shall be discriminated against on the basis of disability in the *full and equal enjoyment* of specified public transportation services provided by a private entity that is primarily engaged in the business of transporting people and whose operations affect commerce." 42 U.S.C. § 12184(a) (emphases added). This proscription covers all forms of discrimination, not limited to complete exclusions of service. *Doran v. 7-Eleven, Inc.*, 524 F.3d 1034, 1041 n.4 (9th Cir. 2008) (the "language of the ADA itself . . . outlaws discrimination based on disability 'in the full and equal enjoyment of the goods, services, [and] facilities' . . . and does not limit its antidiscrimination mandate to barriers that completely prohibit access") (quoting 42 U.S.C. § 12182(a)); *Barrilleaux v. Mendocino Cty.*, 61 F. Supp. 3d 906, 916 (N.D. Cal. 2014) (holding that the "plaintiff was able to make her way to her court appearance, and only subsequently fell on her way down from the

courtroom, does not mean that the court facilities were fully and equally available to her"); *see* 42 U.S.C. § 12182(b)(2)(A)(ii); 42 U.S.C. § 12101(a)(5).

Ms. Irving feared for her safety during both rides. Mr. Dreher yelled at her to get out of his car at least fifteen times, at one point pulling over to demand she get out in a dangerous area, making her feel helpless by his intimidation and threats. *See* Att. B. Ms. Naranjo grabbed Ms. Irving's phone and refused to return it, and then filed a police report against her. *Id.* Ms. Irving was physically upset during the hearing while testifying about this incident. Each incident merits an award of $75,000. The total award for these two incidents is $150,000.

Based on the foregoing analysis, Ms. Irving is entitled to the total amount of $ 324,000 for the 14 incidents described above, a sum well above the earlier Uber settlement offer.

Fees and Costs

Ms. Irving requests fees and costs in the amount of $805,313.45. The record justifies these fees and expenses. Prevailing plaintiffs in cases brought pursuant to the ADA and Unruh Act are entitled to their attorney fees, expenses, and costs. 42 U.S.C. § 12205; CAL. CIVIL CODE § 52(a); *La Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d

1083, 1089 (9th Cir. 2010). Ms. Irving obviously is the prevailing party here.

The attorney declarations provide further detail regarding the high quality work that counsel performed, the market rate for each attorney's work, the costs expended, and the applicable legal standards. Ms. Irving's request for her attorney fees and costs is granted. She is awarded the relief requested in her Post-Hearing Brief, including her damages in the amount of $324,000 plus attorney fees, litigation expenses, and costs in the amount of $805,313.45 which, though high, reflects the high quality of legal work done in this case.

The administrative fees and expenses of the American Arbitration Association totaling $2,800 and the compensation of the arbitrators totaling $23,125 shall be borne as incurred.

This Award is in full settlement of all claims submitted to this arbitration. All claims not expressly granted are hereby, denied.

March 18, 2021

Respectfully,

____Rudy J. Gerber________________________________

Rudolph (Rudy) J. Gerber, Arbitrator