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UNITED DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL CURRAN, NICOLE BROWN-
BOOKER, on behalf of themselves and all others
similarly situated,

Plaintiffs,
vs.

CITY OF OAKLAND,
Defendant.

CLASS ACTION

Case No.: 23-cv-02354-RS

**~~[PROPOSED]~~ FINAL ORDER AS
MODIFIED (1) APPROVING CLASS
ACTION SETTLEMENT, (2) GRANTING
MOTION FOR REASONABLE
ATTORNEYS' FEES AND COSTS, AND (3)
GRANTING MOTION FOR CLASS
REPRESENTATIVE PAYMENTS**

Date: December 4, 2025
Time: 1:30 p.m.
Dept: Courtroom 3
Before: Hon. Richard Seeborg

Trial Date: None set

1 WHEREAS, on December 4, 2025, at 1:30 p.m., the Court held a hearing (the “Fairness
 2 Hearing”) to determine, whether the settlement in this action by Defendant City of Oakland (“the
 3 City”) and Plaintiffs Michael Curran and Nicole Brown-Booker (“Plaintiffs”), as set forth in the
 4 Consent Decree, a copy of which is attached hereto as Exhibit 1 (the “Consent Decree”), is fair,
 5 reasonable and adequate, such that an Order of final approval should be issued and a final judgment
 6 upon said Consent Decree should be entered by the Court;

7 WHEREAS, the Plaintiffs’ motion for reasonable attorneys’ fees and costs (ECF No. 46) and
 8 motion for class representative payments (ECF No. 47) were also heard at the Fairness Hearing, and

9 WHEREAS, the Fairness Hearing was attended by the Parties, through their respective counsel
 10 of record in this action, and by such other individuals and entities as set forth in the record in this
 11 matter, NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
 12 FOLLOWS:

13 I. BACKGROUND

14 Plaintiffs Curran and Brown-Booker are persons with mobility disabilities who allege that the
 15 City violated federal and state disability access laws – the Americans with Disabilities Act (“ADA”),
 16 42 U.S.C. § 12205, Section 504 of the Rehabilitation Act (“Section 504”), 29 U.S.C. § 794a(b), and
 17 California Government Code section 11135 *et seq.* (“Section 11135”) – by failing to make its
 18 pedestrian facilities that were newly constructed or altered since the effective date of those laws fully
 19 and equally accessible to people with mobility disabilities, and by failing to maintain the accessibility
 20 of its newly constructed or altered pedestrian facilities.

21 Plaintiffs and their Counsel began investigating their claims in 2017 and engaging in informal
 22 discovery and settlement negotiations with the City in 2019, before filing this action on May 15, 2023.
 23 Following the filing of the Complaint, the Parties continued to exchange information and engage in
 24 settlement negotiations, attending seven (7) mediation sessions with retired Magistrate Judge Edward
 25 A. Infante between August 2023 and June 2025. The Parties reached agreement on injunctive relief on
 26 April 16, 2025, after which they began separately negotiating Plaintiffs’ reasonable attorneys’ fees and
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costs. The Parties reached final agreement in the form of the Consent Decree on July 21, 2025, which the Court preliminarily approved on September 5, 2025. ECF No. 45.

As summarized below, the Consent Decree provides substantial relief to the Settlement Class, including, but not limited to, binding Annual Commitments to remediate a minimum number of curb ramps and sidewalk segments each year until the City achieves a pedestrian right of way that fully complies with federal and state disability access standards by 2025, measures to ensure maintenance of remediated curb ramps and sidewalks, enhancements to the City's remediation and maintenance request system, and annual reporting and monitoring requirements. Based on the City's estimates of the average remediation costs, the work to make Oakland's pedestrian right of way accessible over the 25-year term of the Decree will cost approximately \$157.4 million to \$325.7 million, not including additional construction or pedestrian right of way barriers identified beyond those that were revealed in the survey of sidewalk damage and curb ramp accessibility that City contractors conducted in 2021-2022.

II. FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1. The Court, for the purposes of this Order, adopts the terms and definitions set forth in the Consent Decree.

2. The Court has jurisdiction over the subject matter of this action, the Plaintiffs, the Settlement Class, the Consent Decree, and the City.

3. The Court finds that the Notice of Proposed Settlement of Class Action Lawsuit ("Settlement Notice") notified the Settlement Class of the pendency of this action and of the proposed settlement and was disseminated by each of the means required under the Consent Decree and the Order Granting Preliminary Approval of Class Action Settlement (ECF No. 45) dated September 5, 2025, and was otherwise fully implemented.

4. The Court finds that the Settlement Notice, as ordered and implemented, was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this action, all material elements of the proposed Settlement, and their opportunity (a) to submit written objections to the Settlement, and (b) to appear at the Fairness Hearing to object to or

comment on the Settlement. The Settlement Notice was reasonable and the best notice practicable to all Settlement Class Members and complied with the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. A full and fair opportunity has been afforded to the members of the Settlement Class to participate during the Fairness Hearing, and all other persons wishing to be heard have been heard. Accordingly, the Court determines that all members of the Settlement Class, as set forth below, are bound by this Judgment.

5. On September 5, 2025, this Court appointed Plaintiffs Curran and Brown-Booker as class representatives of the Settlement Class and appointed the following counsel as Class Counsel to represent the Settlement Class: (a) Dardarian Ho Kan & Lee (“DHKL”); (b) Disability Rights Advocates; (c) Peiffer Wolf Carr Kane Conway & Wise, LLP; and (d) Schneider Wallace Cottrell Kim LLP (“SWCK”).

6. On September 5, 2025, this Court granted Plaintiffs’ unopposed Motion for Preliminary Approval and Certification of Settlement Class. In particular, the Court found, for settlement purposes, that: (a) joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so; (e) Plaintiffs and the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sort of practices alleged in the Complaint; and (f) the City acted or refused to act on grounds that apply to the Settlement Class, so that final declaratory and injunctive relief is appropriate to the Settlement Class. Accordingly, the Court provisionally certified the following Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and (b)(2), based on the findings in the Order of the same date:

All persons (including residents of and/or visitors to the City of Oakland) with any Mobility Disability, who, at any time prior to court judgment granting final approval to this Consent Decree or during the Term of the Consent Decree have been denied full and equal access to the City’s pedestrian right of way due to the lack of a Curb Ramp or a Curb Ramp or Pedestrian Walkway that was damaged, in need of repair, not Accessible, or otherwise in a condition not suitable or sufficient for use.

1 Pursuant to Federal Rule of Civil Procedure 23(c)(1)(B) and (g)(1), the Court also appointed Plaintiffs
2 Curran and Brown-Booker and their counsel as representatives of the Settlement Class.

3 7. For the reasons stated above, the Court finds that the Settlement Class continues to meet
4 the requirements for class certification under the Federal Rules of Civil Procedure and all other
5 applicable laws and rules. Class certification is therefore an appropriate method for protecting the
6 interests of the Settlement Class and resolving the common issues of fact and law arising out of
7 Plaintiffs' claims while also eliminating the risk of duplicative litigation. Accordingly, the Court
8 hereby makes final its earlier provisional certification of the Settlement Class and further confirms the
9 appointment of the Class Representatives and Class Counsel to represent the Settlement Class, as set
10 forth above.

11 8. The Court grants final approval of the Settlement set forth in the Consent Decree and
12 finds, after considering all of the factors set forth in Federal Rule of Civil Procedure 23(e)(2), that it is
13 fair, reasonable, adequate, and in the best interests of the Settlement Class as a whole. The Settlement,
14 which was negotiated at arm's length, offers Settlement Class members comprehensive injunctive
15 relief regarding all of the claims in Plaintiffs' Complaint, and treats Settlement Class members
16 equitably relative to each other. The Court grants final approval of the release of the City from the
17 Released Claims as set forth in the Consent Decree.

18 9. The Court finds that the Consent Decree requires the City to provide extensive
19 injunctive relief for the purpose of making the City's pedestrian right of way accessible to persons with
20 mobility disabilities. To summarize, the Consent Decree requires the City to install accessible curb
21 ramps or remediate curb ramps that are non-compliant with federal and state disability access standards
22 at 12,738 curb ramp locations by the end of the fiscal year 2050 and remediate sidewalks at
23 approximately 78,531 locations (affecting approximately 2,075,000 square feet of sidewalks) that the
24 City identified in 2021-22 as being damaged. In order to ensure steady progress, the Decree requires
25 the City to comply with Annual Curb Ramp and Sidewalk Commitments that specify the minimum
26 number of accessible curb ramps and square feet of accessible sidewalks that the City must install or
27 remediate each fiscal year. In the event the City is unable to meet its Annual Commitment in any
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1 fiscal year, the Decree requires the City to make up the shortfall within the two subsequent fiscal years
2 or have preempted the shortfall in previous years. The City makes other commitments in the Consent
3 Decree that are proper and reasonably calculated based on the available information to ensure and
4 maintain accessibility of the City's pedestrian right of way to persons with mobility disabilities. Those
5 other commitments include ensuring that new construction and alterations in the pedestrian right of
6 way that affect curb ramps and sidewalks are compliant with applicable federal and state disability
7 access standards; maintaining all accessible pedestrian facilities so that they are readily accessible to
8 and useable by persons with mobility disabilities, except for isolated or temporary interruptions in
9 access due to maintenance or repairs; prioritizing removal of High Priority Curb Ramp and Sidewalk
10 Barriers; and maintaining an Access Request System through which the City will receive, investigate
11 and respond to requests for the installation and maintenance of accessible curb ramps and remediation
12 of non-compliant curb ramps and pedestrian walkways within reasonable deadlines. The Decree also
13 requires the City to comply with annual reporting and monitoring requirements. In exchange,
14 Plaintiffs and the members of the Settlement Class agree to release all injunctive, declaratory, and non-
15 monetary claims related to the City's alleged actions or omissions related to the accessibility of curb
16 ramps and pedestrian walkways in the City's pedestrian right of way during the Consent Decree's
17 term. Settlement Class Members do not release claims for monetary damages, personal injuries, or
18 property damages. Plaintiffs Curran and Brown-Booker, in contrast, release all of their monetary
19 claims related to their personal encounters with non-compliant curb ramps and sidewalks in exchange
20 for a damages payment of \$35,000 each.

21 10. The Court finds that the Consent Decree is fair, adequate and reasonable to all potential
22 Class Members. The Parties have conducted an extensive evaluation of the merits of the case such that
23 Counsel for both Parties are able to reasonably evaluate their respective positions. Settlement will also
24 avoid substantial additional costs to all Parties, as well as avoid the delay and risks presented by further
25 prosecution of issues either in the current or separate litigation proceedings which are addressed by the
26 Decree. The results achieved by the Consent Decree are also in line with approved settlements in
27 similar cases.
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1 11. The Court also finds that the Consent Decree has been reached as the result of good
2 faith, prolonged, serious, and non-collusive arms-length negotiations. The Parties reached this
3 settlement after six years of informal discovery and information exchange and two years of out-of-
4 court negotiations, including several mediation sessions facilitated by Magistrate Judge Edward Infante
5 (ret.). The evidence submitted in support of preliminary approval also attested to the extensive
6 informal discovery and information sharing that the Parties engaged in over those six years before
7 reaching the Consent Decree.

8 12. The Court further finds that the City's Annual Curb Ramp and Sidewalk Commitments
9 as set forth in the Consent Decree are proper and reasonably calculated, based on available
10 information, to ensure and maintain accessibility of the City's pedestrian right of way to persons with
11 mobility disabilities. Accordingly, the Settlement shall be consummated in accordance with the terms
12 and conditions of the Consent Decree.

13 13. No Class Member has objected to the Settlement. The absence of any objections further
14 supports the Settlement's final approval.

15 14. Plaintiffs Curran and Brown-Booker and all Settlement Class Members (and their
16 respective heirs, assigns, successors, executors, administrators, agents and representatives) are
17 conclusively deemed to have released and forever discharged the City from all Released Claims as set
18 forth in the Consent Decree. Specifically, Plaintiffs and Settlement Class Members agree to release all
19 injunctive, declaratory and non-monetary relief claims related to the City's alleged actions or
20 omissions relating to the accessibility of the sidewalks and curb ramps in the City's pedestrian right of
21 way to people with mobility disabilities during the Consent Decree's term. The Settlement Class
22 Members are hereby enjoined and barred from asserting any of the Released Claims against the City
23 until the completion of the Term of the Consent Decree. Unnamed members of the Settlement Class
24 do not release claims for monetary damages, personal injuries, or property damages. Class
25 Representatives Curran and Brown-Booker and all Settlement Class Members are bound by this
26 Judgment.

1 15. The benefits described in the Consent Decree are the only consideration, fees, costs and
 2 expenses that the City shall be obligated to give to any party or entity, including without limitation the
 3 Class Representatives, Settlement Class Members, and Class Counsel in connection with the claims
 4 released in the Consent Decree and/or the payment of attorneys' fees, costs, and expenses in this
 5 action.

6 16. The Consent Decree, this Order, and the Judgment are not admissions of liability or
 7 fault by the City, or a finding of the validity of any claims in this action or of any wrongdoing or
 8 violation of law by the City.

9 17. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the
 10 use of this Order to consummate or enforce the Consent Decree, this Order, or the Judgment, or to
 11 defend against the assertion of Released Claims in any other proceeding, or as otherwise required by
 12 law.

13 18. In accordance with the terms of the Consent Decree, which is attached hereto, the Court
 14 reserves exclusive and continuing jurisdiction over Plaintiffs, the Settlement Class Members, the City,
 15 and the Consent Decree throughout the term of the Consent Decree, for the sole purpose of supervising
 16 the implementation, enforcement, construction, and interpretation of the Consent Decree and this
 17 Order and the Judgment. In that regard, any challenges to the Consent Decree's terms or
 18 implementation, whether under state or federal law, shall be subject to the exclusive and continuing
 19 jurisdiction of this Court.

20 **III. REASONABLE ATTORNEYS' FEES AND COSTS**

21 Also before the Court is Plaintiffs' Motion for Reasonable Attorneys' Fees and Costs in the
 22 amount of \$2,008,000 in accordance with the Consent Decree. Having carefully reviewed the papers
 23 and the record in this case, considered the arguments, and the relevant legal authority, and good cause
 24 appearing, Plaintiffs' Motion for Reasonable Attorneys' Fees and Costs is GRANTED.

25 **A. Background**

26 Plaintiffs move the Court for an award of \$2,008,000 in attorneys' fees, costs, and expenses,
 27 the maximum under the Consent Decree. Plaintiffs have demonstrated that Class Counsel's actual
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lodestar through September 30, 2025 is \$2,253,080.00 based on 2,716.5 hours of work (after a 15% reduction in the exercise of billing judgment) and that their out-of-pocket costs by that date totaled \$256,084.01. Class Counsel have incurred additional fees and costs since then. As explained below, the Court finds Plaintiffs' request for \$2,008,000 in attorneys' fees and costs reasonable.

B. Analysis

Prevailing parties in cases brought pursuant to the ADA and Section 504 are entitled to their attorney fees, expenses, and costs. *See* 42 U.S.C. § 12205 (ADA prevailing party is entitled to "a reasonable attorney's fee, including litigation expenses, and costs"); 29 U.S.C. § 794a(b) (Section 504 prevailing party is entitled to "a reasonable attorney's fee as part of the costs"). Prevailing plaintiffs in cases under Section 11135 who enforce an important right affecting the public interest are also entitled to recover their attorneys' fees. Cal. Code of Civ. Pro. § 1021.5 ("Section 1021.5"). A party that obtains a judicially enforceable settlement agreement that provides at least some of the relief sought is a "prevailing party" under these fee-shifting statutes. *La Asociacion de Trabajadores de Lake Forest v. City of Lake Forest*, 624 F.3d 1083, 1089 (9th Cir. 2010); *Folsom v. Butte Cnty. Ass'n of Gov'ts*, 32 Cal.3d 668, 671 (1982). Plaintiffs are unquestionably the prevailing parties here, where Plaintiffs have obtained a binding Consent Decree that commits the City to ensuring that its pedestrian right of way is fully and equally accessible to persons with mobility disabilities within twenty-five years.

1. Reasonable Attorneys' Fees.

The lodestar method is the "guiding light" for determining fees in civil-rights cases, including disability-rights cases under the ADA. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 551 (2010) (citation omitted); *see also Hensley v. Eckerhart*, 461 U.S. 424, 432, 434 (1983) ("[T]he most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate."); *see, e.g., Vogel v. Harbor Plaza Ctr., LLC*, 893 F.3d 1152, 1158 (9th Cir. 2018); *Antoninetti v. Chipotle Mex. Grill, Inc.*, 643 F.3d 1165, 1176 (9th Cir. 2010); *accord Ketchum v. Moses*, 24 Cal. 4th 1122, 1135-36 (2001) (holding lodestar-multiplier method should be used to determine reasonable fee award in cases involving a fee-

1 shifting statute such as Section 1021.5); *Serrano v. Priest* (“*Serrano III*”), 20 Cal. 3d 25, 48 & n.23
 2 (1977).

3 To calculate the lodestar, courts multiply the number of hours reasonably expended by
 4 counsel’s reasonable hourly rates. *See Hensley*, 461 U.S. at 433-34; *Moreno v. City of Sacramento*,
 5 534 F.3d 1106, 1111 (9th Cir. 2008); *Serrano III*, 20 Cal. 3d at 48. There is a strong presumption that
 6 the lodestar amount represents a reasonable fee. *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738
 7 (9th Cir. 2016). Prevailing plaintiffs should generally recover their lodestar “unless special
 8 circumstances would render such an award unjust.” *Jankey v. Poop Deck*, 537 F.3d 1122, 1130 (9th
 9 Cir. 2008) (quotation marks omitted) (quoting *Barrios v. Cal. Interscholastic Fed’n*, 277 F.3d 1128,
 10 1134 (9th Cir. 2002)); *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982).

11 **a. Hourly Rates**

12 The Court determines the reasonableness of hourly rates by considering the prevailing market
 13 rates for attorneys of similar skill and experience conducting similar work in the Bay Area community.
 14 *See Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). The “relevant legal
 15 community” is the forum district for the action in which fees are sought. *Gates v. Deukmejian*, 987
 16 F.2d 1392, 1405 (9th Cir. 1992). Attorneys’ rates in civil rights class actions are “governed by the
 17 same standards which prevail in other types of equally complex Federal litigation” *Hensley*, 461
 18 U.S. at 430 n.4; *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (reasonable
 19 rates for civil rights class actions are based on a comparison extending “to all attorneys in the relevant
 20 community engaged in ‘equally complex Federal litigation,’ no matter the subject matter”). “[T]he fee
 21 applicant has the burden of producing ‘satisfactory evidence’ that the rates he requests meet these
 22 standards.” *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1206 (9th Cir. 2013) (citation omitted).

23 Here, Class Counsel submitted detailed declarations – from Linda M. Dardarian of DHKL, Guy
 24 B. Wallace of SWCK, Catherine Cabalo of Peiffer Wolf Carr Kane Conway & Wise, and Shawna
 25 Parks of Disability Rights Advocates – setting forth the experience and education of the billing
 26 attorneys and legal staff, the work each biller performed on the case, examples of other California state
 27 and federal courts approving their hourly rates, and, for DHKL, other entities that pay them their
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regular hourly rates pursuant to ongoing settlement obligations. Plaintiffs also submitted recent declarations from attorney-fee expert Richard M. Pearl in other matters attesting that DHKL's and SWCK's 2025 hourly rates are appropriate for the Bay Area legal market, based on his extensive experience, review of court orders awarding attorneys' fees, other Bay Area law firms' reports regarding the hourly rates they charge for non-contingent work, and an independent survey of Bay Area legal market hourly rates.

The Court finds, based on the extensive evidence submitted, that Class Counsel's 2025 hourly rates¹ are reasonable and within the range of market rates charged by attorneys with similar skill and experience handling similarly complex litigation in this district. Accordingly, the Court approves the hourly rates set forth in the following table.

Name	Position	Grad. Date/ Years of Experience	Rate
DARDARIAN HO KAN & LEE			
Linda M. Dardarian	Managing Shareholder	1987, 38 years	\$1,275
Andrew P. Lee	Shareholder	2008, 17 years	\$1,125
Katharine F. Trabucco	Partner Associate	2015, 10 years	\$900 \$850
Mengfei Sun	Associate	2019, 6 years	\$750
Celina Malavé	Associate	2022, 3 years	\$650
Scott Grimes	Senior Lead Paralegal and Statistician	36 years	\$475
Gouri Chakraborty	Paralegal	2 years	\$375
SCHNEIDER WALLACE COTTRELL KIM LLP			
Guy Wallace	Partner	1993, 32 years	\$1,350
Mark Johnson	Senior Attorney	1977, 48 years	\$1,150
Travis Close	Associate	2014, 11 years	\$850
Rachel Steyer	Associate	2019, 6 years	\$750
James Maher, Jr.	Staff Attorney	2006, 19 years	\$500
Emma Sturdevant	Paralegal		\$300

¹ The Court finds it appropriate for Class Counsel to use their current hourly rates to calculate the lodestar on all time spent since the inception of the case to account for delay in payment. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989).

Name	Position	Grad. Date/ Years of Experience	Rate
PEIFFER WOLF CARR KANE CONWAY & WISE, LLP			
Catherine Cabalo	Partner	2001, 24 years	\$1,000
DISABILITY RIGHTS ADVOCATES			
Shawna Parks	Chief Litigation Officer	1999, 26 years	\$1,075
Jinny Kim	Supervising Attorney	1999, 26 years	\$1,005
Rosa Lee Bichell	Staff Attorney	2019, 6 years	\$565
Desiree Robedeaux	Fellowship Attorney	2023, 2 years	\$425
Julia Robaidek	Paralegal		\$280
Stephanie Ossesia	Paralegal		\$280

b. Hours Billed

Prevailing plaintiffs are entitled to be compensated for “every item of service” that a reasonable lawyer would have performed to protect the client’s interest. *Armstrong v. Davis*, 318 F.3d 965, 971 (9th Cir. 2003) (citation omitted); *see also Hensley*, 461 U.S. at 435 (Attorneys who obtain excellent results in the public interest “should recover a fully compensatory fee. Normally this will encompass all hours reasonably expended on the litigation”); *Ketchum*, 24 Cal. 4th at 1133.

Plaintiffs attached detailed billing records to Class Counsel’s declarations, which provide the Court sufficient information to confirm that the hours Class Counsel is requesting are reasonable. *See, e.g., Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1081 (N.D. Cal. 2010) (“An attorney’s sworn testimony that, in fact, it took the time claimed is evidence of considerable weight on the issue of the time required.”) (citations omitted). Moreover, the Ninth Circuit has instructed district courts to “defer to the winning lawyer[s’] professional judgment as to how much time [they were] required to spend on the case.” *Chaudhry v. City of Los Angeles*, 751 F.3d 1096, 1111 (9th Cir. 2014) (quoting *Moreno*, 534 F.3d at 1112); *accord Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 104 (2015). Class Counsel’s time spent on this matter was efficient and diligent and led to an excellent result for the Class. The Court notes that Class Counsel exercised reasonable billing judgment by making a significant reduction in their total lodestar to account for duplicative, inefficient or unproductive time.

1 Class Counsel's sworn declarations and time records attest that, after the exercise of billing
 2 judgment, Class Counsel worked a total of 2,716.50 hours on this matter through September 30, 2025,
 3 and spent additional time on the motion for final approval, preparing for and attending the fairness
 4 hearing, and other settlement tasks after that date. The Court is satisfied that the hours requested by
 5 Class Counsel are reasonable.

6 Accordingly, based on substantial evidence, Class Counsel's reasonable lodestar exceeds the
 7 \$2,008,000 amount that Plaintiffs request for all of their attorneys' fees and costs in this matter,
 8 demonstrating that the requested amount is itself reasonable.

9 **2. Reasonable Costs.**

10 Plaintiffs' requested costs are recoverable. Through September 3, 2025, Plaintiffs had incurred
 11 \$256,084.01 in recoverable costs, including filing fees, mediation fees, expert expenses, document
 12 storage fees, online legal research costs, and telephone, copy, and printing charges. The Court finds
 13 that the costs incurred here were necessary for the negotiation and litigation of Plaintiffs' claims, are
 14 appropriate given the scope and complexity of this matter, are the type that are commonly awarded in
 15 civil rights fee shifting cases, and are expressly authorized by the ADA. *See* 28 U.S.C. § 12205; *Grove*
 16 *v. Wells Fargo Fin. Cal., Inc.*, 606 F.3d 577, 580 (9th Cir. 2010); *Lovell v. Chandler*, 303 F.3d 1039,
 17 1058 (9th Cir. 2002). Plaintiff's requested costs are therefore reasonable.

18 **IV. CLASS REPRESENTATIVE PAYMENTS**

19 Finally before the Court is Plaintiffs' Motion for Class Representative Payments in the amount
 20 of \$35,000 each, in accordance with the Consent Decree. Having carefully reviewed the papers and
 21 the record in this case, considered the arguments, and the relevant legal authority, and good cause
 22 appearing, Plaintiffs' Motion for Class Representative Payments is GRANTED.

23 **A. Background**

24 Plaintiffs Curran and Brown-Booker submitted detailed declarations to the Court outlining their
 25 personal experiences with barriers in the City's pedestrian right of way, including the physical injuries,
 26 pain, and suffering they allege the barriers to have caused; the time and effort they have expended on
 27 behalf of the Settlement Class in the eight years since they initiated the investigation of their claims;
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1 and the risks they accepted in publicly attaching their names to a disability-access lawsuit against their
 2 home town. Only after reaching agreement on injunctive relief did the Parties begin to negotiate
 3 payments to the Named Plaintiffs, ultimately agreeing to individual payments to each Plaintiff in the
 4 amount of \$35,000 – both for their services to the Class and in exchange for the Plaintiffs’ broader
 5 release of claims for monetary damages, including for personal injuries. Class Members do not release
 6 monetary damages claims under the Consent Decree.

7 In recognition of the significant benefits their efforts have secured on behalf of the class, as
 8 well as in exchange for their broad release of claims for monetary damages, Plaintiffs seek individual
 9 payments of \$35,000 each, which will be paid separately by the City, having no impact on the funds to
 10 be used to remediate pedestrian-right-of-way barriers.

11 **B. Analysis**

12 The Ninth Circuit has “repeatedly held that reasonable incentive awards to class representatives
 13 are permitted.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 785-87 (9th Cir. 2022)
 14 (quotation marks and citation omitted). Indeed, service awards are “fairly typical in class action
 15 cases.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009); accord *Radcliffe v. Experian*
 16 *Info. Sols., Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013) (noting their function as “payments to class
 17 representatives for their service to the class in bringing the lawsuit”); *Staton v. Boeing Co.*, 327 F.3d
 18 938, 977 (9th Cir. 2003) (“named plaintiffs ... are eligible for reasonable incentive payments”).² The
 19 purpose of such awards is “to compensate class representatives for work done on behalf of the class, to
 20 make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
 21 recognize their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958-59; see
 22 also *Staton*, 327 F.3d at 977. In evaluating requests for service awards, courts consider the following
 23 factors: (1) the amount of time and effort spent by the class representatives on the litigation; (2) the
 24 degree to which the class representatives’ efforts benefitted the class; (3) the personal difficulties

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 26
 27 ² California law also permits service awards to reasonably compensate plaintiffs for undertaking and
 28 fulfilling a fiduciary duty to represent the absent class members. See *Cellphone Term. Fee Cases*, 186
 Cal. App. 4th 1380, 1393-94 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 725-26
 (2004); Manual for Complex Litigation (Fourth) § 21.62 (2004).

encountered by the class representatives; (4) the duration of the litigation; (5) the risk to the class representatives in commencing suit, whether financial, reputational, or otherwise; and (6) whether the litigation has promoted important public policy. *Rodriguez*, 563 F.3d at 958-59; *Staton*, 327 F.3d at 977. The decision to approve such an award is a matter within the Court's discretion. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000).

While the Court notes that the amounts sought are on the higher end of service awards typically approved in this District, *see e.g., Montera v. Premier Nutrition Corp.*, No. 16-CV-06980-RS, 2022 WL 10719057, at *5 (N.D. Cal. Oct. 18, 2022), *aff'd*, 111 F.4th 1018 (9th Cir. 2024) (Seeborg, J.; finding \$25,000 service award was "both comparable to similar awards in this District and reasonable considering Ms. Montera's experience participating in this case"), the Court acknowledges that these payments are compensation for the personal injuries and damages the Named Plaintiffs have suffered, not just as awards for the Class Representatives' services to the Class. The Court also credits Class Counsel's declaration that the individual payments requested here are lower than others Class Counsel have secured and had approved in similar pedestrian-right-of-way cases for the named plaintiffs' personal injuries.

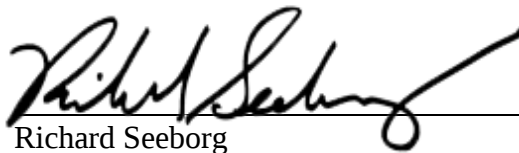
Accordingly, the Court finds the requested individual payments of \$35,000 to each Named Plaintiff appropriate given the time and effort Plaintiffs have expended on this matter, the reputational risks they faced, and their agreement to a broad release of claims for monetary damages.

V. CONCLUSION

For the foregoing reasons, the Parties' Joint Motion for Final Approval of Class Action Settlement is GRANTED, Plaintiffs' Motion for Reasonable Attorneys' Fees and Costs in the amount of \$2,008,000 is GRANTED, and Plaintiffs' Motion for Class Representative Payments of \$35,000 to each Named Plaintiff is GRANTED.

IT IS SO ORDERED.

Dated: December 4, 2025


Richard Seeborg
Chief United States District Judge