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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

ALLEN HINES, TESS RAUNIG, and
CAROLEZOOM, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

CITY OF PORTLAND,

Defendant.

Civil Action No. 3:18-cv-00869-HZ

**DECLARATION OF LINDA M.
DARDARIAN IN SUPPORT OF (1)
PLAINTIFFS' MOTION FOR AN
AWARD OF REASONABLE
ATTORNEYS' FEES, COSTS, AND
EXPENSES, AND (2) PLAINTIFFS'
MOTION FOR SERVICE AWARDS**

CASE No. 3:18-cv-00869-HZ
DARDARIAN DECL. IN SUPP. OF (1) PLS.' MOT. FOR AWARD OF REASONABLE ATTY'S FEES,
COSTS, & EXPENSES, & (2) PLS.' MOT. FOR SERVICE AWARDS

I, Linda M. Dardarian, declare as follows:

1. I am a member in good standing of the Bar of the State of California and a shareholder at the law firm of Goldstein, Borgen, Dardarian & Ho (“GBDH”), in Oakland, California. I have permission to practice in the District of Oregon *pro hac vice*. I am co-counsel for Plaintiffs and have been appointed Class Counsel in this action. I am providing this declaration to support Plaintiffs’ Motion for an Award of Reasonable Attorneys’ Fees, Costs, and Expenses, and Plaintiffs’ Motion for Service Awards. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

2. I discussed my extensive experience litigating and resolving class and complex actions through litigation and Structured Negotiation in a declaration submitted to this Court on May 21, 2018, titled Declaration of Linda M. Dardarian in Support of Joint Motion for Class Certification and Preliminary Approval of Consent Decree (“Dardarian Prelim. Appr. Decl.”), ECF No. 11. Instead of repeating those credentials, I refer the Court to my earlier submitted declaration and augment where necessary to support Plaintiffs’ Motion for an Award of Reasonable Attorneys’ Fees, Costs, and Expenses.

BACKGROUND AND EXPERIENCE OF GOLDSTEIN, BORGEN, DARDARIAN & HO

3. GBDH was founded in 1972. For the past 45 years, GBDH has been representing individuals against large companies and public entities in complex, class, and collective actions in the firm’s three primary practice areas: employment discrimination, wage and hour violations, and disability access. GBDH also represents plaintiffs in voting rights, consumer rights, and environmental justice cases. GBDH has long been recognized as one of the top plaintiffs’ firms in the country. In 1992, the *National Law Journal* (“A National Who’s Who of the Top Lawyers in Employment Litigation”) called the firm “[i]n a league of their own on the plaintiffs’ side,

handling the largest class actions nationwide.” Every year since 2004, GBDH partners have been named “Northern California Super Lawyers” by their peers, in recognition of their outstanding legal achievements and high ethical standards. I and the other GBDH partners are rated “AV Preeminent” by Martindale Hubbell, indicating that our peers rank us at the highest level of professional excellence.

4. My law firm litigates class and complex public interest cases in state and federal courts in various states across the country. In the twenty-seven years that I have been with the firm, GBDH has obtained billions of dollars of relief for plaintiffs and class members and has obtained systemic changes in unlawful practices by governmental entities and large businesses.

5. In addition to the disability access class actions I discussed in my earlier declaration, *see* Dardarian Prelim. Appr. Decl. ¶¶ 5-12, including *Reynoldson v. City of Seattle*, *Willits v. City of Los Angeles*, *Ochoa v. City of Long Beach*, *Olson v. Sutter Health*, *Lane v. State of Tennessee*, and other disability-related cases resolved through Structured Negotiations, my firm has litigated other significant non-disability civil rights class and complex actions:

a. *Bazerman v. American Airlines, Inc.*, No. 1:17-cv-11297-WGY (D. Mass.): nationwide class action, in which I am Lead Class Counsel representing American Airlines passengers who were charged fees to check bags that American promised to transport for free. This action has resulted in a settlement whereby passengers will receive refunds of their baggage fees, plus interest, valued in excess of \$20 million. The settlement received preliminary approval on June 22, 2018.

b. *Willey v. Techtronic Industries North America, Inc.*, No. RG 16806307 (Alameda County Superior Court): wage and hour class action on behalf of store representatives and field representatives to recover unpaid overtime wages and payments for missed meal

periods, inaccurate wage statements, and out-of-pocket expenses. This action resulted in a \$3.5 million class settlement that received final approval in August 2017.

c. *Talamantes v. PPG Industries, Inc.*, 13-cv-04062-WHO (N.D. Cal.): an unpaid overtime class action on behalf of individuals who worked as territory managers for PPG Industries and related subsidiaries, assisting with merchandising and selling PPG's paint products at Home Depot stores. The case resulted in a \$5 million class settlement that was approved in January 2016.

d. *Willner v. Manpower Inc.*, 11-cv-2846 (N.D. Cal.): wage and hour class action on behalf of temporary employees who received wage statements that excluded information required by the California Labor Code. The case resulted in an \$8.75 million class settlement that was approved in June 2015.

e. *Garcia v. Oracle*, JCCP No. 004597 (Alameda County Superior Court): wage and hour class action on behalf of quality assurance engineers, customer support engineers, and project managers who have worked for Oracle (and PeopleSoft) in California who were denied required overtime pay and proper off-duty meal periods. The case resulted in a \$35 million settlement that was approved in 2012.

f. *Contreras v. Bank of America*, No. CGC-07-467749 (San Francisco County Superior Court): wage and hour class action on behalf of mortgage loan officers for the company's failure to reimburse class members' business expenses, including cell phone usage and mileage, and for making unlawful deductions from class members' wages. The case resulted in a \$16.65 million settlement that was approved in 2010.

g. *McClain v. Lufkin Industries, Inc.*, No. 97-cv-0063 (E.D. Tex.): race discrimination class action on behalf of approximately 1,000 African American workers, alleging

that Lufkin's subjective employment practices had an unlawful disparate impact on African Americans in initial job assignments and promotions. Litigated over a 13-year period including trial and multiple appeals, final judgment issued in 2010, and included a permanent injunction prohibiting Lufkin from continuing to discriminate against African American workers and requiring Lufkin to implement objective and non-discretionary promotion procedures, and provided more than \$10.5 million in monetary relief.

h. *Lin v. Siebel Software Systems, Inc.*, No. CIV 435601 (San Mateo Superior Court): class action lawsuit under the California Labor Code for unpaid overtime compensation on behalf of Software Engineers and Senior Software Engineers who worked for Siebel in California. This case, in which I was co-lead counsel for the class, resulted in a \$27.5 million settlement in April 2007.

i. *Butler, et al. v. Countrywide Home Loans, Inc.*, No. BC268250 (Los Angeles Sup.Ct.): class action lawsuit under the California Labor Code and Unfair Competition Act for overtime and other compensation on behalf of Account Executives in Countrywide's call centers in California. This case, in which I was Lead Class Counsel, resulted in a \$30 million settlement that was approved in June 2005.

j. *Bullock v. Automobile Club of Southern California*, No. 01CC09035 (C.D. Cal.): federal opt-in collective action and California class action for Sales Agents seeking overtime compensation, resulting in a \$19.5 million settlement that was approved in December 2004.

k. *Butler v. Home Depot*, No. C94-4335-SI (N.D. Cal.): gender discrimination class action, for which I was among class counsel, which resulted in a consent decree covering employees in Home Depot's western division. The Home Depot settlement

provided \$87.5 million in monetary relief and extensive injunctive relief expanding employment opportunities for the class of female employees and applicants.

l. *Shores v. Publix, Inc.*, No. 95-1162-CIV-T-25E (M.D. Fla.): gender discrimination class action, in which I was class counsel, obtaining a settlement that included a companywide consent decree providing extensive injunctive relief to improve assignment, training, compensation and promotion opportunities for female employees, and payment of \$81.5 million in monetary relief.

m. *Kraszewski v. State Farm General Ins. Co.*, No. C-79-1261-TEH (N.D. Cal.): gender discrimination case class action, in which I was among class counsel, brought on behalf of women who were denied positions as insurance agents, and resulted in over \$200 million in monetary relief to the class and extensive injunctive relief.

n. *Stender v. Lucky Stores*, No. C-88-1467 MHP (N.D. Cal.): gender discrimination class action on behalf of female employees of Lucky Stores in Northern California, in which I was among class counsel. The Consent Decree entered in this case provided for extensive changes to Lucky's personnel and promotion practices and resulted in monetary relief of approximately \$80 million.

GBDH'S REASONABLE TIME SPENT ON THIS MATTER AND NATURE OF ITS REPRESENTATION OF THE PLAINTIFF CLASS

6. I have been involved in all aspects of this case since its inception. I have been the lead counsel from GBDH in this case and took the lead role in settlement negotiations on behalf of the class. Co-counsel at the Civil Rights Education and Enforcement Center ("CREEC") and GBDH have shared the workload in this case, with the newly-opened Portland Civil Rights Law Office ("PCRLO") joining us as local counsel in November 2017.

7. As early as 2015, Plaintiffs sought but were unable to secure representation by experienced civil rights and disability rights class action practitioners located in Portland, Oregon.

8. At the outset of this case, Plaintiffs and Class Counsel conducted an extensive investigation into the City's compliance with the ADA's and Section 504's requirements for curb ramp installation, remediation, and maintenance. This included researching and evaluating documents and conducting on-site inspections to determine whether the City installed compliant curb ramps when doing new construction or alterations in the pedestrian right of way or adjacent roadways. Class Counsel compiled information from various sources to create a database that allowed them to analyze the data on Portland's pedestrian right of way in the aggregate. This investigation allowed Class Counsel to understand the scope of the City's potential violations and adequately represent Class Members' interests.

9. Settlement negotiations began with our demand letter to the Portland City Attorney's Office, which we sent in July 2016. The letter explained to the City that without compliant curb ramps, people who use wheelchairs or scooters are forced to roll in the street at significant risk to their safety. Additionally, the lack of accessible curb ramps prevents individuals with mobility disabilities from independently and fully participating in and benefitting from the City's pedestrian right of way program. Along with the letter, Plaintiffs provided the City with charts identifying approximately 800 sidewalk corners with no curb ramps where curb ramps should have been installed and sidewalk crossings with curb ramps on one end of the crosswalk but not the other.

10. Over sixteen months, Class Counsel actively negotiated with the City, resulting in the Consent Decree that this Court preliminarily approved on June 4, 2018. *See* Order, ECF No.

25. The parties did not discuss attorneys' fees until after they had reached resolution on all other terms

of the Consent Decree. The Decree provides an outstanding result to the class of individuals with mobility disabilities who live in or visit Portland, Oregon in that over the next 12 years, the City will be obligated to install and repair curb ramps in the Portland pedestrian right of way at a rate that is double the rate of installations and repairs prior to when the parties commenced their settlement negotiations. At the meeting of the Portland City Council on May 16, 2018, in which the Council approved the terms of this settlement, representatives of the Portland Bureau of Transportation projected that the cost of implementing the Consent Decree would be approximately \$113 million.

11. I supervised the attorneys and paralegals from GBDH in doing the work necessary to develop the factual record in this case, work with the clients, and negotiate and finalize the class settlement. I also coordinated settlement and litigation strategy with co-Class Counsel Tim Fox of CREEC and, later, Zack Duffly of PCRLO. Staffing this case with two law firms with substantial experience with pedestrian right of way accessibility class actions and local counsel was the most effective way for Class Counsel to apply our complementary areas of expertise in disability rights class actions, pedestrian right of way class actions, Structured Negotiation, and experience with the local disability community to address the concerns of Portland's residents and visitors with mobility disabilities whose needs for accessible curb ramps were not being adequately addressed by the City. CREEC and GBDH coordinated the work to maximize expertise and avoid unnecessary duplication of work.

12. GBDH's representation of the Plaintiff Class was on a wholly contingent basis. The firm devoted substantial resources to this matter, and we have received no payment for any of the more than 725 hours of services performed or the thousands of dollars in out-of-pocket costs and expenses that my firm committed to the negotiation and resolution of this case. We did this, with no guarantee of repayment, because of the importance of this case and the benefits it would bring to thousands of individuals with mobility disabilities.

13. All attorneys and legal staff at GBDH are instructed to maintain contemporaneous time records reflecting the time spent on this and other matters. In all instances, the time keeper indicates the date and amount of time spent on a task to one-tenth of an hour; describes the work that was performed during the indicated time period; and identifies the case to which the time should be charged. My firm has kept contemporaneous records documenting in detail all time spent on this matter, including tasks performed by each time keeper on each day, in increments of 0.1 of an hour. Those records are available for the Court to review should the Court wish to, and I will provide them to the Court for inspection if requested.

14. I made every effort to litigate this matter efficiently by coordinating the work of GBDH's attorneys and paralegals, minimizing duplication, and assigning tasks in a time and cost efficient manner, based on the time keepers' experience levels and talents. I also exercised billing judgment to account for any excess, redundant, or unreasonably duplicative time, as well as deducting productive time spent by other attorneys from GBDH who billed less than ten hours to the case.

15. The bulk of the work on this matter was performed by just three lawyers, Tim Fox, myself, and my partner William Jhaveri-Weeks, and a handful of staff from CREEC and GBDH. My time was focused primarily on overall settlement strategy; settlement negotiations; case coordination with co-counsel; directing assignments to co-counsel based on skills and experience; case management within GBDH; high level editing of documents sent to or exchanged with the City and briefing in the district court; and supervising the work of my partner, associates, and paralegals. Based on my extensive experience in Structured Negotiation and curb ramp access class actions, I took the lead in drafting the initial demand letter inviting the City to engage in Structured Negotiation, the Memorandum of Understanding that

memorialized the parties' agreements reached throughout the course of our lengthy negotiations, and negotiating and revising the terms of the Consent Decree. As lead counsel, I can confirm that all of the time claimed by Class Counsel was necessary to secure the relief obtained on behalf of the Class.

16. Working with me on this matter from GBDH were the following attorneys and paralegals:

a. William Jhaveri-Weeks, a partner with GBDH until February 2018. Mr. Jhaveri-Weeks graduated from New York University Law School in 2007. Mr. Jhaveri-Weeks clerked for a U.S. Court of Appeals judge in 2008-2009. Mr. Jhaveri-Weeks worked on this matter from the inception of the case investigation until he left GBDH in late February 2018. Mr. Jhaveri-Weeks did most of the document drafting, document review, and communication with clients and witnesses, while Tim Fox analyzed street resurfacing data and GIS mapping, and I led the negotiations with the City.

b. Katharine Fisher, a 2015 graduate of Berkeley Law School who joined GBDH in 2016. *See* Dardarian Prelim. Appr. Decl. ¶ 17. Ms. Fisher's work primarily involved researching and drafting the Complaint under Mr. Jhaveri-Weeks' supervision, and drafting outreach communications regarding the settlement.

c. Ginger Grimes, a 2015 graduate of the University of California, Irvine School of Law who joined GBDH in 2016. *See* Dardarian Prelim. Appr. Decl. ¶ 18. Ms. Grimes performed legal research regarding class action settlement approval in the District of Oregon; was the original drafter of Plaintiffs' motion for an award of reasonable attorneys' fees, costs, and expenses; was the original drafter of Plaintiffs' motion for service awards; and supervised

the drafting of Class Representative declarations supporting Plaintiffs' motion for service awards.

17. Two GBDH summer associates also were assigned to this matter over the past two months to draft the declarations for each Class Representative in support of Plaintiffs' motion for service awards:

a. Reynaldo Fuentes is a second-year law student at Berkeley Law. Mr. Fuentes has previous experience as a summer legal clerk with the non-profit Legal Aid at Work, as well as prior professional experience as a staff researcher for a non-profit in San Francisco.

b. Mengfei Sun is also a second-year law student at Berkeley Law. Ms. Sun has previous experience as a legal clerk with the non-profits Asian Americans Advancing Justice – Asian Law Caucus and East Bay Community Law Center, and the employment law firm Outten & Golden LLP.

18. I also assigned paralegals of varying years of experience to the case, and gave them assignments commensurate with their skills and expertise. They are as follows:

a. Paralegal Scott Grimes, who has thirty years of case management and complex litigation experience. His primary duties in this matter were to supervise the finalization of pleadings filed in this court and to research and calculate applicable inflation rates.

b. Paralegal Damon Valdez has approximately 27 years of litigation experience. His primary duties in this matter included analyzing particular portions of the City's pedestrian right of way to identify sidewalk corners where curb ramps were either missing or obviously out of compliance with disability access technical specifications and monitoring case deadlines.

c. Paralegal Stuart Kirkpatrick has four years of complex litigation experience. His primary duties in this matter included analyzing distinct portions of the City's pedestrian right of way to identify sidewalk corners where curb ramps were missing or obviously out of compliance with accessibility technical specifications; generating electronic maps of the City showing the specific locations of barriers to access; and monitoring case deadlines.

d. Paralegal Coral Trevino started at GBDH in 2015. Her primary duty on this case involved analyzing assigned portions of the City's pedestrian right of way to identify sidewalk corners where curb ramps were missing.

19. The hours GBDH billed were properly and necessarily spent on the firm's assigned tasks and projects. These tasks and projects included: (1) working closely with the named plaintiffs; (2) drafting and revising correspondence, pleadings, and settlement documents; (3) communicating with representatives of the City of Portland; and (4) leading and strategizing positions for the negotiations with the City. The detailed time records for the hours spent by my firm and billed to this case, from inception of the investigation through October 31, 2017, amount to a total of 554.8 hours. From November 1, 2017 through July 19, 2018, my firm spent an additional 172.0 hours finalizing settlement documents, drafting the attorneys' fees and service award motions, and appearing before the City Council to approve the settlement. As part of the Settlement Agreement with the City, Class Counsel agreed to seek only up to \$40,000 for the hours spent after November 1, 2017. A true and correct summary of my firm's time on the matter, separated by time keeper and date range, and prepared from my firm's contemporaneous time records, is attached hereto as Exhibit A.

20. This figure does not include time that GBDH will continue to incur to see this case through the final approval of the Consent Decree, including responding to class member

inquiries prior to the final approval hearing, helping prepare the motion for final approval, and traveling to Portland to attend the fairness hearing on September 24, 2018. Those hours will not be separately compensated.

21. Based on my experience in the field of disability rights, and my knowledge of and familiarity with the disability rights and plaintiff class action bar nationwide, there are no firms in the Portland area that have the depth and breadth of experience and expertise of my firm in litigating class actions involving the accessibility of pedestrian right of way facilities to individuals with mobility disabilities, and in engaging in Structured Negotiation.

GBDH'S REASONABLE HOURLY RATES

22. In addition to litigating my firm's entitlement to attorneys' fees and costs in our own cases, my firm also litigates fee applications on behalf of other counsel. Because of the importance of recovery of attorneys' fees in such cases to a plaintiffs' contingency practice such as mine, my firm keeps current on legal developments in the subject of attorneys' fees. As such, I am familiar with the prevailing market rates for leading attorneys in nationally, both private and public interest, for complex and class action litigation of important issues.

23. Based on research I have conducted and information I have gathered from attorneys working at firms that practice complex and class action litigation in various courts across the country, I understand that such firms have regular hourly rates, and they apply those or substantially similar rates to all complex and class action cases, regardless of whether the case is filed in their home jurisdiction or in other courts across the United States.

24. Together with my partners, I periodically establish hourly rates for the billing personnel at our firm. I establish the rates based on prevailing market rates for attorneys and law firms in the San Francisco Bay Area that have attorneys and staff of comparable skill,

experience, and qualifications. I obtain information concerning market rates from other attorneys in the area that have similar experience doing similar work, from information that occasionally appears in the local press and national bar publications, and in orders awarding attorney's fees in similar cases.

25. My firm's billing rates are charged to and paid by fee-paying clients of our firm, and by defendants with whom we have settlement agreements that require monitoring. These rates reflect my firm's extensive experience in complex and class action litigation in the public interest, in sidewalk access class actions in particular, and in Structured Negotiation. We are paid these rates by the hour on a regular billing basis. They are also the rates we claim in our fee applications in all of our contingent, fee shifting cases, regardless of venue, and the rates we claim for Structured Negotiation regardless of where our clients or the entity with which we are negotiating (the party responsible for paying our fees) resides.

26. The bulk of GBDH's practice is contingent, and many of my firm's cases have been large and substantial in settlement or verdict. In contingent risk civil rights cases, my firm and other firms doing this type of work frequently advance tens or hundreds of thousands of dollars in expenses and costs and defer all payment of our fees for several years, with no guarantee that any of the fees we incurred or costs we advanced would ever be recovered.

27. In setting GBDH's regular hourly rates, my firm consulted with attorneys with national reputations, experience and practices like ours. We determined that the rates we charge are reasonable for attorneys of our experience, reputation and expertise and are consistent with the prevailing market rates for attorneys and paralegals of comparable levels of expertise and reputation at Bay Area law firms that practice large class action and complex litigation nationally. GBDH's regular hourly rates have been approved as reasonable by state and federal

courts in *Willey v. Techtronic Industries North America Inc.*, No RG 16806307 (Alameda County Superior Court, Aug. 4, 2017) (approving 2017 rates); *Reynoldson v. City of Seattle*, No. 2:15-cv-01608-BJR (W.D. Wash. Nov. 1, 2017) (approving the requested attorneys' fees calculated using GBDH's 2016 hourly rates); *Barnes v. Sprig, Inc.*, No. CGC-15-548154 (San Francisco County Superior Court, Dec. 20, 2016) (approving 2016 rates); and *Willits v. City of Los Angeles*, No. 10-cv-05782 CBM (RZx) (C.D. Cal.) (approving 2015 rates).

28. In October 2017, after resolving all other issues in the settlement, Plaintiffs and the City began negotiating Plaintiffs' request for reimbursement of reasonable attorneys' fees, expenses and costs. On October 31, 2017, the Parties agreed that Plaintiffs would seek no more than \$334,666 in attorneys' fees and \$15,000 in expenses and costs from the inception of this matter through the Effective Date of the Consent Decree. The Parties also agreed to hourly rates for myself, Mr. Jhaveri-Weeks, Mr. Fox, his associate Julie Wilensky, and the various staff who worked on this matter, based on rates for attorneys of outstanding skill and experience in complex class action litigation providing comparable work in the Portland area. Accordingly, I have calculated our attorney's fees incurred in this matter using the reduced hourly rates that the Plaintiffs and the City agreed upon in their attorneys' fees negotiations. For those billers whose rates we did not negotiate in October 2017, I have referred to comparable reduced rates listed in the 2017 Oregon State Bar Economic Survey. My regular hourly rate for 2018 as a 1987 law school graduate with 31 years of experience in complex litigation is \$875. For the purposes of this Settlement Agreement, I agreed to reduce my hourly rate to \$559 per hour. Similarly, I calculated our attorneys' fees at the reduced rate of \$450 per hour for William Jhaveri-Weeks, an attorney with 11 years of experience, from his regular rate of \$660 per hour. The regular hourly rate for Katherine Fisher and Ginger Grimes, associates with three years of experience, is \$405

per hour, but were calculated for this motion at \$305 per hour. The regular hourly rates for paralegals were based on rates that we negotiated with the City as reasonable for the Portland market. Specifically, the rate for paralegal Scott Grimes was reduced from \$265 per hour to \$160; the rate for paralegal Damon Valdez was reduced from \$250 per hour to \$160; the hourly rate for paralegal Stuart Kirkpatrick was reduced from \$250 to \$150 per hour; and the hourly rate for paralegal Coral Trevino was reduced from \$235 to \$140 per hour. I have reduced the hourly rates for Mr. Fuentes and Ms. Sun, our summer associates, from their regular rate of \$295 per hour to \$150 per hour, the agreed-upon mid-level paralegal rate.

29. The District Court of Oregon asks parties to address the hourly rates summarized in the Oregon State Bar Economic Survey in their request for attorneys' fees. *See* U.S. District Court, District of Oregon, Message from the Court Regarding Fee Petitions, *available at*: <https://ord.uscourts.gov/index.php/rules-orders-and-notices/notices/fee-petitions> (last updated March 2, 2017). The most recent Oregon State Bar Economic Survey available on the Oregon State Bar website was produced in December 2017. *See* Oregon State Bar 2017 Economic Survey: Report of Findings ("OSB 2017 Survey") p. 2, *available at*: http://www.osbar.org/_docs/resources/Econsurveys/17EconomicSurvey.pdf. The OSB 2017 Survey breaks down 2016 hourly billing rates by years in practice for Portland. The following table is a summary of the 2016 hourly rates in Portland. I also calculated the hourly rates at the 95th percentile after adjusting for inflation using the data for the Western Region, published by the U.S. Department of Labor, Bureau of Labor Statistics, *available at*: https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm.¹

¹ The Bureau used to publish inflation rates for the Portland Area, but discontinued this report in 2018. *See* https://www.bls.gov/regions/west/news-release/2018/consumerpriceindex_portland_20180112.htm. However, comparing the inflation

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Years Admitted to Practice (Private Practice)	25th Percentile	75th Percentile	95th Percentile	95th Percentile + Inflation²
0-3	\$207	\$250	\$305	\$331
4-6	\$200	\$300	\$350	\$379
7-9	\$230	\$340	\$400	\$434
10-12	\$225	\$340	\$410	\$445
13-15	\$180	\$375	\$460	\$499
16-20	\$250	\$400	\$500	\$542
21-30	\$325	\$475	\$525	\$569
30+	\$300	\$495	\$610	\$661

OSB 2017 Survey at 38-40.

30. Class Counsel's requested hourly rates are similar to the rates in the OSB 2017 Survey, particularly given two years of inflation. Class Counsel's requested hourly rates fall towards the higher end of the spectrum of hourly rates in Portland, which is justified by our extensive expertise in litigating disability access class action cases, particularly those involving access to the pedestrian right of way for individuals with mobility disabilities. *See* Dardarian Prelim. Appr. Decl. ¶¶ 2-13.

rates for Portland Area for 2016 to 2017 (*see id.*) with those of the Western Region (*see* https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm) we can see the cumulative inflation rate for the Portland Area (6.36%) was higher than that of the Western Region overall (5.75%) for the same period of time. Thus, the inflation rate used herein is a conservative estimate, likely lesser than the actual inflation rate for the Portland Area.

² The U.S. Department of Labor, Bureau of Labor Statistics provides summaries of monthly inflation for the Western Region, *available at*: https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm. The cumulative inflation rate for the time period January 2016 to July 2018 is 8.42%, which can be calculated by multiplying each of the monthly inflation rates for this time period.

**CLASS COUNSEL’S REQUESTED RECOVERY IS SUBSTANTIALLY LESS
THAN THEIR COLLECTIVE LODESTAR**

31. Using the agreed-upon reduced hourly rates for GBDH, multiplied by the 726.8 hours GBDH has reasonably spent on this matter through July 19, 2018, GBDH’s reasonable lodestar in this matter is \$256,848.70. Together with the lodestar of my co-counsel at CREEC (at reduced hourly rates) (\$118,294.30) and PCRLO (\$6,523.00), Class Counsel’s total lodestar through July 19, 2018 is \$381,666.00.³ The Settlement Agreement, however, provides that Class Counsel may seek no more than \$334,666 in attorneys’ fees, expenses and costs through the Effective Date (this figure represents a cap of \$279,666 for Class Counsel’s fees incurred up to October 31, 2017, which was Class Counsel’s total lodestar for that period (representing 1,448.6 hours worked), and a cap of \$40,000 for fees incurred from November 1, 2017 to the Effective Date, which Class Counsel have already exceeded). A true and correct summary of the collective lodestar for GBDH, CREEC and PCRLO in this matter up to July 19, 2018 is attached hereto as Exhibit B. This represents a reduction of \$62,000, or nineteen percent (19%) of their total adjusted lodestar to date, which is already a substantial reduction from the lodestar Class Counsel could have sought using their regular out-of-forum hourly rates. In other words, Class Counsel’s total lodestar to date at reduced rates is over the agreed-upon cap for attorneys’ fees through the Effective Date of the Decree, even though there is still significant work left to perform during the period to come. Thus, the additional time that Class Counsel will spend from now to the Effective Date of the Consent Decree on such matters as responding to Class Member inquiries about the settlement, the motion for final approval of the settlement, traveling to and attending the Fairness Hearing, will all be uncompensated.

32. The City does not contest Plaintiffs’ \$334,666 request.

REASONABLE COSTS AND EXPENSES

33. GBDH is seeking reimbursement of its reasonable out-of-pocket costs and expenses incurred in this matter. Class Counsel agreed to seek only up to \$15,000 in costs and expenses for investigating, negotiating, litigating, and resolving this case, as set forth in the Consent Decree.

34. These items are billed separately and are not included in my firm's lodestar. For accounting purposes and to ensure that all costs and expenses are accurately assigned to the appropriate case, it is my firm's practice to assign a unique billing code for each case that we investigate, litigate or negotiate. This case had a unique billing code, and all expense records, receipts and billing statements reflecting costs associated with this case were assigned to that billing code. My firm's total costs and expenses in this matter through July 19, 2018 come to \$8,197.58. Those costs include court filing fees, in-house copying, telephone charges, online research, the payment of expert fees, and travel expenses. GBDH paid these costs and expenses on a regular and timely basis as they were incurred over the past two years. These costs and expenses have been necessarily and reasonably incurred in this case. A true and correct summary of my firm's costs and expenses prepared from the billing code for this case, and separated by category, is attached hereto as Exhibit C. A true and correct summary of the collective costs and expenses incurred by GBDH, CREEC and PCRLO in this matter through July 19, 2019 is attached hereto as Exhibit D. Class Counsel will continue to accrue costs through the Effective Date of the Consent Decree and will provide the Court with supplemental cost information prior to the Fairness Hearing.

³ Even if the Parties had agreed to use rates based on the 75th percentile rates listed in the 2017 OSB Survey, their total lodestar through the Effective Date would still exceed the agreed-upon cap.

CLASS REPRESENTATIVES' CONTRIBUTIONS TO THE SETTLEMENT

35. Plaintiffs Allen Hines, Tess Raunig, and Carole Zoom have been involved in this case from its early stages and have been integral to its successful outcome. As further detailed in their individual declarations in support of the Motion for Service Awards filed herewith, Plaintiffs were involved in the initial investigation of this matter, negotiations with the City, reviewing documents including the settlement Memorandum of Understanding, the Complaint, their declarations, and the final Consent Decree, and the two who are residents of Portland testified at the May 16, 2018 Council meeting approving the Settlement Agreement. Plaintiffs were diligent in their role as Class Representatives, staying up to date with Class Counsel through phone calls and emails about the status of the case and upcoming deadlines. In my opinion, the requested \$5,000 in service awards for each Class Representative is reasonable and fair considering their significant contributions to this case and the tremendous result achieved for the Class. The service awards were negotiated after the parties resolved the injunctive relief issues in the Consent Decree, and the City agreed to the request of \$5,000 per Class Representative.

I declare under penalty of perjury under the laws of the United States and the State of Oregon that the foregoing is true and correct, and that this Declaration was executed this 24th day of July 2018, in Oakland, California.

s/Linda M. Dardarian
Linda M. Dardarian

EXHIBIT A

GDBBD Rate & Hours Summary for a Matter

fees matter id = '783' and not on hold and not hidden and date <=7/19/2018

Matter ID: 783
Client Sort: Portland
Description: Portland

<u>Professional</u>	<u>Hours</u>	<u>Reduced Rate</u>	<u>Lodestar</u>
Dardarian, Linda	203.80	559.00	113,924.20
Jhaveri-Weeks, William	188.10	450.00	84,645.00
Grimes, Ginger	27.50	305.00	8,387.50
Fisher, Katharine	23.20	305.00	7,076.00
Grimes, Scott	25.60	160.00	4,096.00
Fuentes, Reynaldo	10.30	150.00	1,545.00
Sun, Mengfei	26.40	150.00	3,960.00
Valdez, Damon	12.20	160.00	1,952.00
Kirkpatrick, Stuart	190.50	150.00	28,575.00
Trevino, Coral	19.20	140.00	2,688.00
Total for this Matter and Date Range in Query:	726.80		256,848.70

EXHIBIT B

Hines v. City of Portland
Summary of Class Counsels' Fees

Firm	Hours	Lodestar
Civil Rights Education & Enforcement Center	377.15	\$ 118,294.30
Goldstein, Borgen Dardarian & Ho	726.80	\$ 256,848.70
Portland Civil Rights Law Office	19.00	\$ 6,523.00
Total	1,122.95	\$ 381,666.00

EXHIBIT C

GDBBD Rate & Hours Summary for a Matter

costs matter id='783' and not on hold and not hidden

<u>Description</u>	<u>Cost</u>
Matter ID: 783	
Description: Portland	
Travel - airline/car/mileage/taxi/gas	2,068.17
Travel - Lodging	1,035.44
Research - Online	2,308.32
Meals	358.61
In-House Copying @ \$.10/page	198.10
Telephone	86.09
In-house printing	261.60
Expert Witness/Consultant	281.25
Court Fees/Filing Fees/Service Fees	1,600.00
Total For this Matter and Date Range in Query:	8,197.58

EXHIBIT D

Hines v. City of Portland
Summary of Class Counsels' Costs

Firm	Costs
Civil Rights Education & Enforcement Center	\$ 6,286.83
Goldstein, Borgen Dardarian & Ho	\$ 8,197.58
Portland Civil Rights Law Office	\$ 11.33
Total	\$ 14,495.74