

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

NATIONAL FEDERATION OF THE  
BLIND OF CALIFORNIA, et al.,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No. 14-cv-04086-NC

**AMENDED ORDER  
GRANTING IN PART  
PLAINTIFFS’ MOTION FOR  
ATTORNEYS’ FEES AND  
COSTS; DENYING  
ADMINISTRATIVE MOTION  
TO SEAL**

Re: Dkt. Nos. 185, 189

In this class action, plaintiffs National Federation of the Blind (“NFIB”) and various disabled individuals accused defendant Uber Technologies, Inc. of failing to accommodate their disabled customers traveling with service animals. In 2016, the parties settled the class action. Plaintiffs now bring their second motion for attorneys’ fees and costs seeking reimbursement for their efforts monitoring Uber’s compliance with the settlement. *See* Dkt. No. 185. The Court finds that Plaintiffs are entitled to fees, but certain fees are unreasonable. Accordingly, the Court GRANTS IN PART and DENIES IN PART Plaintiffs’ motion for attorneys’ fees and costs.

**I. Procedural History**

In September 2014, Plaintiffs initiated this class action against Uber alleging discrimination against the blind under the Americans with Disabilities Act (“ADA”), 42

1 U.S.C. § 12101 *et seq.* and various California-law analogues. *See* Dkt. No. 1. The parties  
 2 settled the case in January 2016 (*see* Dkt. No. 70; *see also* Dkt. No. 85-1 (“Settlement”))  
 3 and the Court granted final approval of the class settlement on December 6, 2016 (*see* Dkt.  
 4 No. 139). On December 15, 2016, the Court awarded Plaintiffs attorneys’ fees and costs  
 5 pursuant to the Settlement. *See* Dkt. Nos. 139, 144.

6 Plaintiffs now seek additional attorneys’ fees and costs for resources expended in  
 7 monitoring Uber’s settlement compliance. *See* Dkt. No. 185. Plaintiffs voluntarily agree  
 8 to reduce their claimed amount by 5% across the board. *See id.* at 19.<sup>1</sup> Uber opposes,  
 9 arguing that Plaintiffs are not entitled to additional fees and, even if they were, Plaintiffs’  
 10 request is unreasonable. *See generally* Dkt. No. 187.

## 11 **II. Settlement Agreement**

12 Certain sections of the Settlement are relevant to this motion. The Court  
 13 summarizes those portions below.

14 The Settlement requires Uber to “collect and report to Plaintiffs’ Counsel” rating  
 15 and complaint information for riders with service animals. *See* Settlement § 6.A. Uber is  
 16 required to report the raw data for that information to Plaintiffs’ Counsel. *Id.* § 6.B.1. In  
 17 addition, if Plaintiffs’ Counsel provides Uber with a documented complaint of  
 18 discrimination by a rider, Uber is required to verify corresponding data and assign a unique  
 19 number identifier to the allegedly offending driver. *See id.* § 6.B.2.

20 NFIB is required to create a “compliance testing program” that uses blind testers  
 21 with guide dogs using Uber’s UberX service to test compliance. *Id.* § 6.C. Uber agreed to  
 22 pay NFIB \$225,000 “to support the testing program.” *Id.* § 11.A. If the Settlement is  
 23 extended, Uber is required to pay NFIB an additional \$75,000 to support the program. *See*  
 24 *id.* §§ 7, 11.A.

25 The Settlement also requires an appointment of a third-party Monitor. *See id.* § 8.  
 26 Annually, the Monitor is obligated to “review and analyze” all data collected and reported  
 27

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28 <sup>1</sup> All page numbers reference the page numbers automatically generated by ECF unless  
 otherwise indicated.

1 by Uber pursuant to Section 6 of the Settlement, in addition to “any other information  
2 provided to the Monitor by the Parties.” *Id.* The Monitor then reports to the Parties  
3 whether Uber substantially complied with the Settlement during the preceding year. *Id.*  
4 The Monitor is also required to “propose . . . further modifications to Uber’s policies,  
5 practices, and procedures” if such policies, practices, or procedures were insufficient to  
6 address discrimination. *Id.*

7 Lastly, the Settlement permits Plaintiffs to seek attorneys’ fees and costs incurred  
8 up through the effective date of the Settlement. *Id.* § 11.C. Uber agreed “not to dispute  
9 the entitlement to reasonable Attorneys’ Fees incurred up through the Effective Date of  
10 [the] Agreement[,]” but reserved the right to dispute the amount of fees requested. *Id.* For  
11 fees and costs related to “work performed after the time the Settlement Agreement is  
12 signed by all Parties, including for work spent on compliance monitoring, enforcement,  
13 and/or work spent securing their fees[,]” Plaintiffs reserved their rights to pursue such fees,  
14 but the Settlement acknowledged that “all issues pertaining to any such attorneys’ fees,  
15 costs, and expenses are unresolved . . . .” *Id.* § 11.C.1. The Parties are required to confer  
16 and negotiate as to any fees and costs related to Plaintiffs’ Counsel’s monitoring efforts  
17 before petitioning the Court. *Id.* § 11.C.2.

18 The Court retained jurisdiction. *See id.* § 12; *see also* Dkt. No. 145.

### 19 **III. Discussion**

#### 20 **A. Entitlement to Fees**

21 The parties first dispute whether Plaintiffs are entitled to fees. *See* Dkt. No. 187 at  
22 11. According to Uber, the Settlement did not authorize attorneys’ fees for monitoring  
23 work and the ADA’s fee-shifting statute does not allow such fees. *Id.* The Court  
24 disagrees.

25 In *Prison Legal News v. Scharzenegger*, 608 F.3d 446 (9th Cir. 2010), the Ninth  
26 Circuit reaffirmed that “a party that prevails by obtaining a consent decree may recover  
27 attorneys’ fees under [42 U.S.C.] § 1988 for monitoring compliance with the decree, even  
28 when such monitoring does not result in any judicially sanctioned relief.” *Prison Legal*

1 *News*, 608 F.3d at 451 (citing *Keith v. Volpe*, 833 F.2d 850, 855–57 (9th Cir. 1987)).  
2 Thus, plaintiffs may recover attorneys’ fees for monitoring compliance with a settlement  
3 agreement under § 1988. *Id.* at 452; *see also Balla v. Idaho*, 677 F.3d 910, 916 (9th Cir.  
4 2012) (“[M]onitoring fees not resulting in additional relief are allowable . . .”).

5 Uber contends that *Prison Legal News* and its progeny are inapposite because those  
6 cases concern a different fee shifting statute. But § 1988 and the ADA’s fee-shifting  
7 statute, 42 U.S.C. § 12205, are virtually identical. *Compare* 42 U.S.C. § 1988(b) (“the  
8 court, in its discretion, may allow the prevailing party . . . a reasonable attorney’s fee as  
9 part of the costs . . .”) *with* 42 U.S.C. § 12205 (“the court or agency, in its discretion, may  
10 allow the prevailing party . . . a reasonable attorney’s fee, including litigation expenses,  
11 and costs . . .”). Uber has not identified any principled reason why the Court should  
12 interpret the two statutes differently.

13 Moreover, the Supreme Court rejected a similar argument in *Pennsylvania v.*  
14 *Delaware Valley Citizens’ Council for Clean Air*, 478 U.S. 546 (1986). There, the court  
15 noted that the fee-shifting provisions of the Clean Air Act and § 1988 served “the common  
16 purpose of . . . promot[ing] citizen enforcement of important federal policies,” such that  
17 there was “no reason not to interpret both provisions governing attorney’s fees in the same  
18 manner.” *Id.* at 560. The same is true of the ADA’s fee-shifting statute and § 1988. *See*  
19 *Buckhannon Bd. & Care Home v. W.V. Dep’t of Health & Human Res.*, 532 U.S. 598,  
20 629–30 (2001) (“the . . . ADA fee-shifting prescriptions [were] modeled on 42 U.S.C.  
21 § 1988 unmodified . . .”), *superseded by statute on other grounds*.

22 Nor does the language of the Settlement foreclose attorneys’ fees for monitoring  
23 work. Rather, the Settlement explicitly acknowledges that “all issues pertaining to” fees,  
24 costs, and expenses relating to “work performed after the time the Settlement Agreement is  
25 signed . . . including for work spent on compliance monitoring [and] enforcement” was an  
26 unresolved issue. *See* Settlement § 11.C.1.

27 Accordingly, the Court finds that Plaintiffs are entitled to reasonable attorneys’ fees  
28 incurred in connection with monitoring Uber’s compliance with the Settlement.

1           **B. Reasonableness of Fees**

2           Uber does not contest the reasonableness of Plaintiffs’ claimed costs. *See* Dkt. No.  
3 185 at 27 (requesting costs in the amount of \$685.36). Plaintiffs adequately documented  
4 those costs and they appear reasonable. Accordingly, the Court GRANTS Plaintiffs’  
5 requests for costs in the amount of **\$685.36**.

6           Uber also does not challenge Plaintiffs’ counsels’ claimed rates and the Court  
7 previously approved Plaintiffs’ counsels’ rates. *See* Dkt. No. 144. Although Plaintiffs’  
8 counsels rates have increased, the increase is modest and the Court FINDS that Plaintiffs’  
9 counsels’ rates remain reasonable. *Compare* Dkt. No. 142 at 4 *with* Dkt. No. 185-1 at 21.

10           Instead, Uber challenges five categories of Plaintiffs’ requested attorneys’ fees as  
11 unnecessary or unreasonable. *See* Dkt. No. 187 at 14–22. Uber also argues that Plaintiffs’  
12 fees should be further reduced due to vague time entries and block billing. *Id.* at 22–24.  
13 The Court will first address each category of contested fees, then turn to Uber’s objections.  
14 *See* Dkt. No. 185-1, Ex. G (summary of claimed fees).

15           **1. Work Related to Conferring with Monitor**

16           In this category, Plaintiffs claim fees for hours spent (1) analyzing Uber’s data  
17 reports and (2) for work related to conferring with the Monitor about those reports. *See*  
18 Dkt. No. 185-1 (“Galvan Decl.”) ¶¶ 42–43. Uber concedes that the hours spent analyzing  
19 Uber’s reports are compensable,<sup>2</sup> but argues that the hours spent for work relating to  
20 conferring with the Monitor was unnecessary. *See* Dkt. No. 187 at 15–16. According to  
21 Uber, such work is not compensable because the Settlement limits Plaintiffs’ counsel’s  
22 involvement with the Monitor’s review Uber’s data reports. *Id.* at 15. Specifically, Uber  
23 contends that the Settlement only contemplates review of its reports by Plaintiffs’ counsel  
24 and “formal analyses . . . or opining with or conferring with the Monitor about Uber’s data  
25 reports” is outside the scope of the Settlement. *Id.*

26           The Court disagrees. While the Settlement explicitly requires Uber to provide

27

28 <sup>2</sup> Uber argues that these hours should be reduced as they were block billed. *See* Dkt. No. 187 at 16. The Court will address Plaintiffs’ block billing below.

1 Plaintiffs' counsel with data reports for analysis (*see* Settlement §§ 6.A, 6.B.1), the  
 2 Settlement does not limit Plaintiffs' counsel's involvement to that of a passive observer.  
 3 Rather, the Settlement requires the Monitor to consider "any other information provided,"  
 4 suggesting by implication that Plaintiffs' counsel are permitted to submit their own  
 5 commentary on Uber's data reports. *Id.* § 8. Accordingly, work conducted by Plaintiffs'  
 6 counsel relating to conferring with the Monitor is generally compensable.

7 However, the fact that the Settlement permits Plaintiffs to supply their own  
 8 commentary on Uber's data reports to the Monitor is not a license to bill for wholly  
 9 unnecessary work that is duplicative of Uber's reports. *See Balla*, 677 F.3d at 919 ("[T]he  
 10 court [must] exercise discretion [to] assure that the case is not being milked by a monitor  
 11 after the injunction has been obtained, for fees that are unreasonable in amount, for work  
 12 not reasonably performed to enforce the relief, or for work not directly related to enforcing  
 13 the relief."). It is unclear, for example, why Plaintiffs need to draft, review, and submit  
 14 declarations from individual complaining class members, particularly when there is no  
 15 indication that Plaintiffs believe Uber's internal data keeping was inaccurate. *See, e.g.*,  
 16 Galvan Decl., Ex. F, pt.1 at 101 (billing over 6 hours at \$400 per hour to review or draft  
 17 class member declarations), 113 (reviewing and drafting various class member  
 18 declarations). Further, Plaintiffs' billing records for this category of work contain several  
 19 vague time entries, some of which have questionable billing value. *See, e.g., id.* at 147  
 20 (billing 0.8 hours at \$275 per hour for "[m]aking a declaration, cover letter, and report  
 21 accessible"). Most of the hours, however, appear reasonable.

22 Accordingly, the Court will reduce Plaintiffs' counsel's fee for work relating to  
 23 conferring with the Monitor by 10% in addition to Plaintiffs' voluntary 5% reduction. The  
 24 Court will not reduce Plaintiffs' counsel's fee for analyzing Uber's data beyond Plaintiffs'  
 25 voluntary 5% reduction. Thus, Plaintiffs are entitled to **\$59,528.90** and **\$34,143.95** for  
 26 these two sub-categories of work, respectively.

## 27 **2. Work Related to Communicating with Class Members**

28 This category contains three sub-categories of work: (1) communicating with class

1 members to address and respond to discrimination complaints; (2) submitting information  
2 requests to Uber pursuant to the Settlement’s process (*see* Settlement § 6.B.2); and (3)  
3 following up with class members who participated in NFIB’s compliance testing program  
4 (*see id.* § 6.C). Uber concedes that the second sub-category of work is compensable but  
5 argues that the first and third sub-categories are not. *See* Dkt. No. 187 at 16.

6 As to the first sub-category of work—communicating with class members to  
7 address and respond to discrimination complaints—Uber is correct that Plaintiffs should  
8 not be compensated to the extent they are merely creating a parallel complaint  
9 investigations process. The Settlement itself already creates a procedure for class  
10 members to raise discrimination complaints—a procedure hailed by Plaintiffs as a  
11 significant boon for the class. *See* Dkt. No. 84.

12 This does not mean, however, that Plaintiffs’ counsel is required to sit on their  
13 hands and rubber-stamp Uber’s efforts. Plaintiffs’ counsel’s obligations to the class  
14 requires them to take an active role in ensuring that the Settlement is working as intended.  
15 And communicating with class members regarding Uber’s behavior is the core of  
16 monitoring efforts. In *Prison Legal News*, for example, the Ninth Circuit affirmed  
17 attorneys’ fees for “reviewing and responding to letters from [class members] complaining  
18 about” the defendants’ failure to comply with the settlement. *Prison Legal News*, 608 F.3d  
19 at 453. The Ninth Circuit noted that “[w]ithout such correspondence [with class  
20 members], it would be difficult for [plaintiffs] to discover or document violations of the  
21 terms of the settlement.” *Id.*

22 Upon review of Plaintiffs’ records, the Court is persuaded that Plaintiffs’  
23 communication with class members regarding their discrimination complaints is limited to  
24 compiling information relating to their monitoring efforts and does not create a parallel  
25 track for investigating complaints.

26 As to the third sub-category of work—communications with class members who  
27 participated in NFIB’s compliance testing program—the Court agrees with Uber.  
28 Plaintiffs have already been compensated for work related to NFIB’s compliance testing



1 program. Section 11.A of the Settlement requires Uber to pay NFIB \$225,000 “to support  
 2 the testing program.” Such payments naturally encompass fees and costs incurred in  
 3 reviewing program data or following up with program participants. Plaintiffs may not  
 4 double-dip for the compliance testing program. Disallowed amounts are listed in the chart  
 5 below.<sup>3</sup> Although some of these entries were coded by Plaintiffs as “Settlement  
 6 Modifications” work, the Court compiles all disallowed NFIB-related hours here:

Entry Description	Date of Entry	Claimed Time	Claimed Amount	Page Number of Entry
Prepare final language for message to intakes and NFB testing participants who reported denials	2/2/2018	0.40	\$216	5
Analysis of NFB testing ride data	2/23/2018	1.10	\$385	17
Phone call with T Elder re NFB testing and follow up re same	4/2/2018	0.70	\$329	26
Reviewing Uber NFB testing data	4/2/2018	1.30	\$611	26
Phone call with T Elder and M Nunez regarding additional information sharing, NFB testing, and next steps	9/14/2018	1.00	\$470	75
Discussing internal next steps with S Seaborn regarding information sharing and NFB testing	9/14/2018	1.00	\$470	75
Case strategy re NFB testing	9/28/2018	0.10	\$47	78

3 Entries are drawn from Galvan Decl., Ex. F. Page numbers reference those included with the exhibit. Certain entries are block billed. Because the Court is unable to discern how much time was spent on compliance testing issues, block billed entries are disallowed.



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1	discussion with S Seaborn				
2					
3	Preparing outline re NFB testing	9/28/2018	0.50	\$235	78
4	Correspondence with co-counsel re				
5	NFB testing	10/1/2018	0.10	\$47	78
6	Planning NFB testing meeting with				
7	T Elder	10/2/2018	0.10	\$47	78
8	Strategy telecon with M Riess, T				
9	Elder and M Nunez to discuss				
10	parameters for random sample	10/5/2018	0.70	\$549.50	79
11	compliance testing and consultant				
12	support needed for same				
13	Attending planning call with SS,				
14	MR and MN to discuss compliance	10/5/2018	0.70	\$378	79
15	data and position on pool policy				
16	change				
17	Attend strategy call re next steps re				
18	settlement monitoring issues and	10/5/2018	0.70	\$367.50	79
19	revising testing program				
20	Preparing notes for call regarding				
21	testing and UberPool	10/5/2018	0.20	\$94	79
22	Phone call with M Nunez, T Elder				
23	and S Seaborn regarding testing,	10/5/2018	0.70	\$329	79
24	UberPool policy, and complaint				
25	intakes				
26	Call with consultant re possible				
27	changes to testing program, and	10/9/2018	1.60	\$840	80
28	call with legal team afterward . . .				

1	Correspondence with team re				
2	meeting re compliance data and	10/11/2018	0.30	\$141	82
3	testing				
4	Phone call re data and compliance	10/11/2018	1.50	\$705	82
5	testing				
6	Review class member service				
7	issues in NFB tester reports; follow	11/15/2018	0.40	\$100	86
8	up re same				
9	Review and respond to questions				
10	from SJE re NFB testers	12/14/2018	0.10	\$52.50	92
11					
12	<b>Total Disallowed</b>			<b>\$6,413.50</b>	

13  
14 Accordingly, Plaintiffs are entitled to attorneys' fees for communicating with class  
15 members and submitting information requests to Uber less Plaintiffs' voluntary 5%  
16 reduction in fees. This amounts to **\$66,357.50**.

### 17 3. Work Relating to Unwarranted or Abandoned Modifications

18 In this category, Plaintiffs seek attorneys' fees relating to their efforts to modify the  
19 Settlement in three ways: (1) policies relating to Uber's UberPool service; (2) seeking  
20 quarterly data extension; and (3) requesting further data sharing provisions. Plaintiffs also  
21 seek attorneys' fees for work relating to their settlement modification efforts that were not  
22 specifically allocated to a single sub-category. *See* Dkt. No. 185 at 13–14; Dkt. No. 195 at  
23 4–5. Uber concedes that the second sub-category of fees relating to quarterly data  
24 extensions are compensable. *See* Dkt. No. 187 at 18, 20. The first and third sub-category,  
25 according to Uber, are not compensable because those proposals were unnecessary or not  
26 accepted. *Id.* at 18–19. Uber also argues that Plaintiffs' records documenting work  
27 relating to unspecified settlement modification efforts is too vague and may hide double-  
28 billing. *See* Dkt. No. 200 at 5–6.

1 First, the Court rejects Uber’s argument that those hours are not compensable  
2 because the Settlement has been effective. Disallowing monitoring fees because Plaintiffs  
3 were successful in negotiating and crafting a successful settlement would be counter-  
4 productive. Monitoring fees are permissible so long as they are not unreasonable and are  
5 related to enforcing the settlement. *See Balla*, 677 F.3d at 919.

6 Second, Uber concedes that Plaintiffs’ proposed modifications to its UberPool  
7 program and the data sharing provisions of the Settlement have been adopted “in a very  
8 limited fashion voluntarily by Uber.” Dkt. No. 187 at 19. But Plaintiffs are not required to  
9 achieve complete victory nor were they required to obtain a court order or official  
10 modification to be entitled to fees. In *Balla*, Ninth Circuit affirmed modification fees even  
11 though the plaintiffs’ motion to hold the defendant in contempt was denied because  
12 plaintiffs’ motion practice “played a key role in resolving” the underlying issue. *Balla*,  
13 677 F.3d at 920 (quotations omitted). The Ninth Circuit noted that “[i]f in a battle to take a  
14 hill, the adversary flees instead of fighting to a bloody defeat, the taking of the hill makes  
15 the battle a victory.” *Id.*

16 Here, although they may not have achieved wholesale adoption of these proposals,  
17 Plaintiffs achieved at least some success as to their UberPool, quarterly data extension, and  
18 further data sharing proposals. Plaintiffs seek fees connected to those proposals. After  
19 reviewing Plaintiffs’ records, the billed amounts appear reasonable. Less Plaintiffs’  
20 voluntary 5% reduction, Plaintiffs are entitled to **\$29,324.61** for work related to these three  
21 sub-categories.<sup>4</sup>

22 As to Plaintiffs’ requested fees for unspecified settlement modification work, the  
23 Court shares Uber’s concern that counsels’ records are vague. While the Court is not  
24 persuaded that Plaintiffs’ counsel double-billed for unspecified settlement modification  
25 work related to the three sub-categories discussed in this order, the parties’ submissions  
26

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27 <sup>4</sup> As mentioned in footnote 3, *supra*, some entries block billed NFIB-testing-program-  
28 related work and UberPool work. Because the Court already eliminated those fees—\$801  
in total—it does not do so again here.

1 make clear that Plaintiffs’ counsel spent time working on settlement modification  
2 proposals that ultimately went nowhere. *See* Galvan Decl. ¶¶ 45–47; Dkt. No. 187-1  
3 (“Spurchase Decl.”), Ex. 2. In particular, Plaintiffs proposed modifications to the  
4 Settlement’s education provisions in addition to the three sub-categories already discussed.  
5 *See* Spurchase Decl., Ex. 2 at 4. Because it is not clear that the wholly abandoned  
6 education proposal played any role in their overarching settlement modification efforts,  
7 hours expended relating to that proposal is not compensable. *Cf. Balla*, 677 F.3d at 920  
8 (fees expended on efforts that “play[] a key role” are compensable).

9 Accordingly, the Court will reduce Plaintiffs’ counsel’s fee for work relating to  
10 unspecified settlement modification work by 20% in addition to Plaintiffs’ voluntary 5%  
11 reduction. This amounts to **\$44,689.90** in fees for unspecified settlement modification  
12 work. In total, Plaintiffs are entitled to **\$74,014.51** for work relating to their settlement  
13 modification efforts.

#### 14 **4. Other Direct Monitoring Work**

15 This category of work includes (1) responding to inquiries from the United States  
16 Department of Justice regarding the Settlement; (2) investigating Uber’s filings with the  
17 California Public Utilities Commission, arbitrations of service animal issues, and other  
18 similar developments; (3) corresponding with Uber to verify compliance with Settlement  
19 requirements; and (4) conferring with a consultant regarding evaluating the efficacy of the  
20 Settlement at reducing discrimination against class members.

21 Here, Uber simply argues that this work is not compensable because these tasks  
22 were “[too] attenuated” from the Settlement. Dkt. No. 185 at 21. The Court is not  
23 convinced. Corresponding with and investigating actions taken by regulatory bodies  
24 responsible for discrimination complaints is well within the scope of monitoring  
25 compliance with a discrimination-related settlement. Likewise, Plaintiffs are entitled to  
26 reasonable consultant fees to evaluate whether the Settlement is working as intended.

27 Accordingly, Plaintiffs are entitled to attorneys’ fees for their direct monitoring  
28 work less their voluntary 5% reduction in fees. This amounts to **\$13,130.90**.

## 5. Fees Relating to Plaintiffs' Unfiled Attorneys' Fee Motion

The next category of fees relates to work expended by Plaintiffs' counsel on an unfiled fees motion. In March 2018, the parties began negotiating Plaintiffs' counsel's attorneys' fees for work conducted in 2017. *See* Galvan Decl. ¶¶ 64–70; Spurchase Decl. ¶¶ 4–5. Under the Settlement, the parties are required to negotiate such fees within 60 days before seeking Court intervention. *See* Settlement § 11.C.2. The parties initially failed to come to an agreement within the 60-day limit, but ultimately settled the dispute by July 2, 2018. *See* Galvan Decl. ¶¶ 67–69; Spurchase Decl. ¶¶ 4–5. The fees motion was thus never filed.

Given the Settlement's requirement that the parties negotiate their fees dispute, it was unreasonable for Plaintiffs to bill for hours preparing a fee motion prior to April 30, 2018—the end of the 60-day negotiation period. Once it became clear that no settlement was forthcoming, however, Plaintiffs were entitled to begin preparing their fees motion and are entitled to fees for time spent accordingly. Thus, the Court disallows all fees billed prior to April 30, 2018, less Plaintiffs' voluntary 5% reduction. Accordingly, Plaintiffs are entitled to **\$4,393.75** in fees and costs for their unfiled fees motion. *See* Galvan Decl., Ex. F, pt. 2 at 7–12.

## 6. Fees Relating to This Fees Motion

Finally, Plaintiffs request fees for preparing the instant fees motion. Plaintiffs request \$64,019.25 for hours worked from May 14, 2019—the last day of the parties' negotiation period—to August 25, 2019. *See* Dkt. No. 190 at 20. After being given an opportunity to respond, Uber did not oppose Plaintiffs' request for fees relating to the instant fees motion. *See* Dkt. Nos. 199, 200.

Reviewing Plaintiffs' records (*see* Dkt. No. 190-1 at 24–29), the requested hours are well documented and appear reasonable. Accordingly, after accounting for Plaintiffs' voluntary reductions, Plaintiffs are entitled to **\$64,019.25** in fees relating to this fees motion.

///

## 7. Specific Challenges to Hours

Uber challenges 13.2 hours as unduly vague and an additional 137.7 hours for impermissible block billing.<sup>5</sup> The Court first addresses Uber's vagueness challenges before turning to the alleged block-billed hours.

When submitting entries for attorneys' fee awards, attorneys are "not required to record in great detail how each minute of [their] time was expended." *Hensley v. Eckerhart*, 461 U.S. 424, 437 n.12 (1983). Attorneys need only "keep records in sufficient detail that a neutral judge can make a fair evaluation of the time expended, the nature and need for the service, and the reasonable fees to be allowed." *Id.* at 441 (Burger, C.J., concurring); *United Steelworkers of Am. v. Ret. Income Plan For Hourly-Rated Employees of ASARCO, Inc.*, 512 F.3d 555, 565 (9th Cir. 2008).

The Court reviewed the entries Uber identified as vague. *See* Dkt. No. 187-6. It agrees as to the following entries:

Entry Description	Date of Entry	Claimed Time	Claimed Amount
Team phone call	1/8/2018	1.60	\$752
Correspondence regarding proposed changes to settlement	1/17/2018	0.10	\$47
Phone call with D. Kouniaris	1/19/2018	0.30	\$141
Correspondence re meeting and conferring	1/25/2018	0.10	\$47
Prepare Declaration and Exhibit	2/25/2018	0.90	\$315
Team pre-meet and confer phone call	4/23/2018	1.00	\$470

<sup>5</sup> In accompanying exhibits, Uber appears to argue that certain of Plaintiffs' counsel's billed hours were duplicative or clerical work in disguise. *See* Spurchise Decl. ¶ 8 & Ex. 3. Uber's opposition, however, does not challenge those hours. And, in any case, review of those entries does not suggest that they are duplicative or clerical.

1	Drafting declaration and gathering exhibits	6/5/2018	1.60	\$752
2				
3	Discuss next steps with team	10/11/2018	0.30	\$105
4	Preparing for team call	10/18/2018	0.30	\$141
5	Make stipulation accessible at the request of M. Riess	12/18/2018	0.20	\$55
6				
7	<b>Total</b>			<b>\$2,825</b>
8				

9 “Block billing” is “the time-keeping method by which each lawyer and legal  
10 assistant enters the total daily time spent working on a case, rather than itemizing the time  
11 expended on specific tasks.” *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 945 (9th Cir.  
12 2007). Block billing is not per se unreasonable and “has been accepted in this district.”  
13 *PQ Labs, Inc. v. Qi*, No. 12-cv-00450 CW, 2015 WL 224970, at \*3 (N.D. Cal. Jan. 16,  
14 2015) (citing *Stonebrae, L.P. v. Toll Bros., Inc.*, No. 08-cv-00221 EMC, 2011 WL  
15 1334444, at \*8 (N.D.Cal. Apr. 7, 2011) (“Block-billing is a typical practice in this district,  
16 and blocked-bills have been found to provide a sufficient basis for calculating a fee  
17 award.”)). However, the block-billing party seeking fees must still meet the basic  
18 requirements of “listing his hours and identifying the general subject matter of his time  
19 expenditures.” *Garcia v. Resurgent Capital Servs., L.P.*, No. 11-cv-01253 EMC, 2012 WL  
20 3778852, at \*8 (N.D. Cal. Aug. 30, 2012) (internal quotation marks and citation omitted).  
21 Otherwise, the trial court may reduce or outright deny the award. *Fischer v. SJN-P.D. Inc.*,  
22 214 F.3d 1115, 1121 (9th Cir. 2000).

23 Here, the Court finds that the alleged block-billed entries “contain enough  
24 specificity as to individual tasks to ascertain whether the amount of time spent performing  
25 them was reasonable.” *Garcia*, 2012 WL 3778852, at \*8. Because the block-billed entries  
26 are adequately detailed to permit the Court to assess the reasonableness of hours expended,  
27 the Court finds that plaintiffs’ counsel have sufficiently documented their hours; no  
28 reduction is necessary on this basis.



1           **C. Motion to Seal**

2           Plaintiffs move to seal two exhibits containing a chart and graph detailing the  
3 number of service-animal-related complaints received by Uber on a month-to-month basis.  
4 *See* Dkt. No. 189-5. Plaintiffs also seek to redact two portions of their reply referencing  
5 that information. *See* Dkt. No. 189-4 at 13. Notably, the information sought to be sealed  
6 are merely information derived from Uber’s data reports, not the reports themselves.

7           Local Rule 79-5(e)(1) requires the party designating a document as confidential to  
8 “file a declaration as required by [Local Rule] 79-5(d)(1)(A) establishing that all of the  
9 designated material is sealable” within four days of the filing of the motion to seal. Local  
10 Rule 79-5(d)(1)(A) further explains that merely “[r]eferenc[ing] a stipulation or protective  
11 order that allows a party to designate certain documents as confidential is not sufficient to  
12 establish that a document, or portions thereof, are sealable.” *See also Kamakana v. City &*  
13 *Cty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006) (listing grounds establishing  
14 “compelling reasons” to seal court files).

15           Plaintiffs filed their motion to seal and served their motion on Uber on August 30,  
16 2019. *See* Dkt. Nos. 189, 191. Because more than four days have passed since Plaintiffs  
17 filed their motion and Uber has not filed a declaration explaining why the derived  
18 information contained in the exhibits or the reply is confidential, the Court DENIES the  
19 administrative motion to seal without prejudice. Plaintiffs must file the documents in the  
20 public record by **October 11, 2019**. *See* N.D. Cal. Local Rule 79-5(e)(2).

21           **IV. Conclusion**

22           The Court GRANTS Plaintiffs’ motion for attorneys’ fees and costs. Plaintiffs are  
23 entitled to \$312,763.76 in attorneys’ fees and \$685.36 in costs for a total award of  
24 **\$313,449.12**. Uber must pay the award within 14 days of this order.

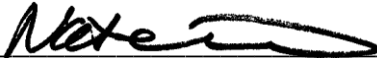
25           The Court DENIES Plaintiffs’ administrative motion to seal. Plaintiffs must file the  
26 documents in the public record by **October 11, 2019**.

27           ///

28           ///

**IT IS SO ORDERED.**

Dated: November 8, 2019



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NATHANAEL M. COUSINS  
United States Magistrate Judge

United States District Court  
Northern District of California

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