

1 ROSEN, BIEN & GALVAN, LLP
 2 MICHAEL W. BIEN, Bar No. 96891
 3 ERNEST GALVAN, Bar No. 196065
 4 JANE E. KAHN, Bar No. 112239
 5 LISA ELLS, Bar No. 243657
 315 Montgomery Street, 10th Floor
 San Francisco, California 94104-1823
 Telephone: (415) 433-6830

PRISON LAW OFFICE
 DONALD SPECTER, Bar No. 83925
 STEVEN FAMA, Bar No. 99641
 1917 Fifth Street
 Berkeley, California 94710-1916
 Telephone: (510) 280-2621

6 K&L GATES LLP
 7 JEFFREY L. BORNSTEIN, Bar No. 99358
 8 EDWARD P. SANGSTER, Bar No. 121041
 4 Embarcadero Center, Suite 1200
 San Francisco, California 94111-5994
 Telephone: (415) 882-8200

BINGHAM, McCUTCHEN, LLP
 WARREN E. GEORGE, Bar No. 53588
 Three Embarcadero Center
 San Francisco, California 94111-4067
 Telephone: (415) 393-2000

9
 10 THE LEGAL AID SOCIETY –
 11 EMPLOYMENT LAW CENTER
 12 CLAUDIA CENTER, Bar No. 158255
 600 Harrison Street, Suite 120
 San Francisco, California 94107-1389
 Telephone: (415) 864-8848

13 Attorneys for Plaintiffs

14
 15 IN THE UNITED STATES DISTRICT COURT
 16 FOR THE EASTERN DISTRICT OF CALIFORNIA

17
 18 RALPH COLEMAN, et al.,
 19 Plaintiffs,
 20 v.
 21 EDMUND G. BROWN, JR., et al.,
 22 Defendants.¹

Case No. CIV S 90-520 LKK-JFM

**STIPULATION RE: OUTSTANDING
 PARALEGAL AND LITIGATION
 ASSISTANT RATES DISPUTE FOR 2008
 AND 2009**

23
 24
 25
 26
 27
 28 ¹ The names of Defendants currently serving and their official capacities have been substituted pursuant to Fed. R. Civ. P. 25.

1 On August 30, 2010, the parties stipulated that they would meet and confer regarding the
2 hourly rate for paralegals and certain other litigation assistants within 10 days after the mandate
3 issued in the *Perez v. Cate* appeal in the U.S. Court of Appeals for the Ninth Circuit. (Docket
4 No. 3906). That mandate issued on February 4, 2011, and the parties thereafter agreed to extend
5 the deadline to meet and confer on this issue through February 22, 2011. The parties thereafter
6 met and conferred and hereby stipulate to the following:

7 1. This stipulation applies to past due amounts for work performed by paralegals and
8 litigation assistants during the years 2008 and 2009. During this period, defendants compensated
9 plaintiffs at an interim hourly rate of \$135 for all work performed by paralegals and litigation
10 assistants during 2008 and the first and second quarters of 2009. For the third quarter,
11 defendants compensated plaintiffs at a rate of \$82.50 for work performed by paralegals and
12 litigation assistants. For the fourth quarter of 2009, defendants compensated plaintiffs at a rate of
13 \$82.50 for work performed by paralegals, and did not compensate plaintiffs at all for work
14 performed by litigation assistants.

15 2. The parties have reached an agreement that, in light of the Ninth Circuit decision,
16 defendants will pay the following hourly rates for work performed by paralegals: \$169.50 for
17 2008, and \$170 for 2009. The parties further agree that defendants will pay the difference
18 between these stipulated hourly rates and the interim hourly rate of either \$135 or \$82.50 already
19 paid during the pendency of this dispute.

20 3. The parties have further agreed that defendants will pay the following hourly rates
21 for work performed by litigation assistants: \$135 for 2008 and \$140 for 2009. The parties
22 further agree that defendants will pay the difference between these stipulated hourly rates and the
23 interim hourly rate of either \$135 or \$82.50 already paid during the pendency of this dispute, and
24 will pay plaintiffs at an hourly rate of \$140 for the fourth quarter of 2009, when they did not
25 compensate plaintiffs at all for litigation assistant time.

26 4. The parties have further agreed that defendants will pay \$2,175.82 in accrued
27 interest related to the above-discussed outstanding fees.

1 5. Based upon the terms set forth above, for 2008 and 2009, defendants agree to pay
2 plaintiffs' counsel \$258,224.22. This amount shall be paid within 30 days of the signing of this
3 Order. On the 31st day following the entry of this Order, interest on any unpaid amount will
4 begin to accrue at the rate provided by 28 U.S.C. § 1961 (i.e., the weekly average 1 year constant
5 maturity Treasury yield for the calendar week preceding the date of the Order).

6 6. The parties have reached this agreement solely for the purpose of settling the
7 paralegal and litigation assistant rate dispute for 2008 and 2009 in this action. The parties agree
8 that the rates outlined in the stipulation are for settlement purposes only and cannot be introduced
9 by either party in any other litigation regarding the reasonableness of any particular rate for any
10 particular year.

11 WHEREFORE, defendants agree to pay plaintiffs' counsel \$258,224.22 within 30 days of
12 the signing of this Order. On the 31st day following the entry of this Order, interest on any
13 unpaid amount will begin to accrue at the rate provided by 28 U.S.C. § 1961 (i.e., the weekly
14 average 1 year constant maturity Treasury yield for the calendar week preceding the date of the
15 Order).

16 IT IS SO STIPULATED.

17
18 Dated: March 30, 2011

Respectfully submitted,

ROSEN, BIEN & GALVAN, LLP

20
21 By: /s/ Lisa Ells

Lisa Ells

Attorneys for *Coleman* Plaintiffs

22
23 Dated: March 30, 2011

OFFICE OF THE ATTORNEY GENERAL


24
25 By: /s/ David Brice

David Brice, Deputy Attorney General

Attorneys for *Coleman* Defendants

1 **IT IS SO ORDERED.**

2
3 Dated: March 31, 2011

4
5 
6 LAWRENCE K. KARLTON
7 SENIOR JUDGE
8 UNITED STATES DISTRICT COURT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28