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10 Attorneys for Plaintiffs RONDA AUSTIN,
11 CHRISTOPHER CORDUCK, ERNEST DIAL,
12 BILLY WAYNE GIBSON and BOBBY G. SMITH

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **OAKLAND DIVISION**

16 RONDA AUSTIN, CHRISTOPHER
17 CORDUCK, ERNEST DIAL, BILLY
18 WAYNE GIBSON, and BOBBY G. SMITH,
19 on behalf of themselves and others similarly
20 situated;

21 Plaintiffs,

22 vs.

23 FOODLINER, INC.,

24 Defendant.

Case No. 4:16-cv-07185-HSG

**DECLARATION OF HUNTER PYLE IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
INCENTIVE PAYMENTS**

Date: January 24, 2019

Time: 2:00 p.m.

Ctrm.: 2, 4th Floor

Judge: Hon. Haywood S. Gilliam, Jr.

1 **DECLARATION OF HUNTER PYLE**

2 I, Hunter Pyle, declare as follows:

3 1. I am a member in good standing of the Bar of the State of California and the
4 principal of Hunter Pyle Law in Oakland, California. I am one of the counsel of record for the
5 named Plaintiffs Ronda Austin, Christopher Corduck, Ernest Dial, Billy Wayne Gibson, and
6 Bobby G. Smith (“Plaintiffs”) and the Settlement Class in this lawsuit (“Action”). I have
7 personal knowledge of the facts set forth in this declaration and could and would testify
8 competently to them.

9 **BACKGROUND AND EXPERIENCE OF PLAINTIFFS’ COUNSEL**

10 2. In 1997, I received a J.D. degree from Boalt Hall School of Law at the University
11 of California at Berkeley (now known as Berkeley Law).

12 3. As a law student, I clerked for Professor David Feller, one of the premier scholars
13 in the field of labor and employment law. I also worked as a law clerk at Eggleston, Siegel &
14 Lewitter; Beeson, Tayer & Bodine; and Davis, Cowell & Bowe. Each of these firms represents
15 employees in the labor and employment context.

16 4. I have been practicing law since December 1997. From December 1997 through
17 October 2003, I was an associate at Siegel & Yee in Oakland, where I focused my practice
18 mainly on employment law. In that capacity, I was the primary attorney for numerous
19 employment law cases that resolved prior to trial, handling all aspects of these cases.
20 Additionally, I served as second chair in approximately ten trials.

21 5. In October 2003, I left Siegel & Yee and became a partner at Sundeen Salinas &
22 Pyle. Since that time, most of my cases have involved employment law, and many of them have
23 involved wage and hour matters. Over the past ten years, I have tried approximately fifteen cases
24 to verdict.

25 6. In February 2017, I left Sundeen Salinas & Pyle to open Hunter Pyle Law.

26 7. I have previously been approved as Class Counsel in the following cases (among
27 others), which resolved favorably for the class members: *Jackson v. ACE* (Alameda County
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1 Superior Court case no. RG05241698; settled for \$1.1 million); *Beasley, et al., v. Allied Cash*
2 *Advance* (Alameda County Superior Court case no. 07359698; settled for \$400,000); *Schakow v.*
3 *Lerner New York, Inc., et al.*, (Contra Costa County case no. MSC08-01145; settled for
4 \$850,000); *Brown, et al., v. George S. May International Company* (Alameda County Superior
5 Court case no. 08413991; settled for \$750,000); *Miriam Aquino Ruelas, et al., v. Neilmed*
6 *Products, Inc.* (Sonoma County Case No. SCV245231; settled for approximately \$600,000);
7 *Randolph, et al., v. AT&T Wireless Services, Inc., et al.*, (Alameda County Superior Court case
8 no. RG05193855; settled for approximately \$70 million); *Booker II, et al., v. Auto Guardian, et*
9 *al.*, (Alameda Superior Court case No. RG11562117; settled for \$775,000); *Alonzo, et al., v.*
10 *First Transit, Inc.* (Los Angeles Superior Court case no. BC433932; settled for \$2 million);
11 *Anderson, et al., v. City of Gardena* (Los Angeles Superior Court case no. BC475476; settled for
12 \$370,537); *Lopez, et al., v. City of Montebello* (Los Angeles Superior Court case no. BC553076;
13 settled for \$1 million); *Sadiq v. Greatwide Dedicated Transport II, LLC* (Alameda County
14 Superior Court case no. RG15789114; settled for \$762,500); *Kostyuk v. Golden State Overnight*
15 *Delivery Service, Inc.* (Alameda County Superior Court case no. RG14727191; settled for \$1.25
16 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.* (Alameda County Superior Court case no.
17 RG16815734; settled for \$750,000); and *Hooper v. URS Midwest, Inc.*, (San Bernardino Superior
18 Court Case No. CIV DS1607489; settled for approximately \$3 million); *Castro, et al. v. ABM*
19 *Industries, Inc. et al.* (Northern District of California case no. 17-cv-3026-YGR; certified class
20 action; settlement pending preliminary approval).

21 8. Each of these cases, except for the *Randolph* case, was a wage and hour class
22 action. (*Randolph* was a consumer class action.) In each of these cases, the court approved
23 attorneys' fees based upon my hourly rate at the time.

24 9. I am the primary contributor to two employment law related blogs,
25 www.workersrightsblog.com and www.pagalawyers.com. Additionally, I am a co-author of
26 "Civil Penalties under the California Private Attorneys General Act (PAGA)," *Employment*
27 *Damages and Remedies* (CEB 2014). I am also the updating editor for the *Employee and Union*
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1 Member Guide to Labor Law (West), Chapter 2 (“Opposing Discriminatory Discharges”).

2 10. In 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2014, 2015, and 2016, I have been a
3 speaker at annual CLEs regarding employment law and class actions put on by the Alameda
4 County Bar Association. The faculty for these CLEs has included the Honorable Richard A.
5 Kramer, the Honorable Ronald Sabraw, the Honorable Bonnie Sabraw, the Honorable Robert
6 Freedman, the Honorable Steven Brick, the Honorable George Hernandez II, the Honorable
7 David Flinn, Jenna Whitman, Walter Stemmler and Phillip Obbard.

8 11. Beginning in fall 2014, I have been a Lecturer in employment law at Berkeley
9 Law (formerly known as Boalt Hall). I, along with one other Lecturer, am teaching the
10 employment law course to second and third year law students.

11 12. In 2011, 2013, 2014, 2015, and 2016 I served on the faculty of the Stanford Law
12 School Trial Advocacy Workshop.

13 13. In 2011, 2012, and 2013, I presented at the Annual Wage and Hour Litigation
14 Seminar (Bridgeport), as a panelist regarding recent trends and cases in wage and hour litigation,
15 among other topics.

16 14. I have made numerous other presentations regarding wage and hour law and class
17 actions. For example, in 2015, I was a speaker on a panel of attorneys discussing California’s
18 Private Attorneys General Act and a separate panel discussing trends in employment and class
19 action litigation.

20 15. I am a member of the California State Bar Labor and Employment Law Section.
21 In addition, I regularly serve as a volunteer attorney at the Workers’ Rights Clinic put on by the
22 Legal Aid Society of San Francisco Employment Law Center. I am also a past member of the
23 Alameda County Bar Association Labor and Employment Section. My experience in the
24 prosecution and resolution of employment and wage and hour litigation in California was a
25 significant factor in this case proceeding to mediation and settlement.

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1 16. As counsel for Plaintiffs and the proposed Class, I have been intimately involved
2 in every aspect of this Litigation from the filing of the initial Complaint through the present. I
3 believe that the Settlement is an excellent result for the proposed Class.

4 17. This Litigation was filed by Plaintiffs on November 3, 2016 in Alameda County
5 Superior Court. Defendant removed the lawsuit to the Northern District of California.

6 18. On October 17, 2017, Plaintiffs filed a First Amended Complaint (“FAC”) in this
7 Court, which added PAGA claims.

8 19. The FAC alleges the following causes of action: Failure to Pay Minimum Wages
9 (Cal. Lab. Code §§ 1182.11-1182.13, 1194, 1194.2, 1197 & 1198); Failure to Provide Off-Duty
10 Meal Periods (Cal. Lab. Code §§ 226.7, 512, IWC Wage Order No. 9); Failure to Authorize and
11 Permit Rest Periods (Cal. Lab. Code § 226.7, IWC Wage Order No. 9); Failure to Reimburse
12 Business Expenses (Cal. Lab. Code § 2802); Failure to Provide Adequate Wage Statements (Cal.
13 Lab. Code § 226, IWC Wage Order No. 9); Unlawful Business Practices (Cal. Bus. & Prof. Code
14 §§ 17200, *et seq.*); and Penalties under the Labor Code Private Attorneys General Act of 2004
15 (Cal. Lab. Code §§ 2698, *et seq.*).

16 20. Class Counsel have conducted a thorough investigation of the facts in the
17 Litigation and have diligently pursued an investigation of Class Members’ claims against
18 Foodliner. Plaintiffs and Foodliner have also engaged in substantial investigation in connection
19 with the mediation. The Parties informally exchanged a large volume of information, including
20 confidential information, regarding the claims asserted in the Litigation, the defenses available to
21 Foodliner, and other relevant issues.

22 21. Plaintiffs and Foodliner have also each made formal discovery requests. Foodliner
23 responded to Plaintiffs’ written discovery on October 13, 2017; January 19, 2018; and March 16,
24 2018. Plaintiffs responded to Defendant’s discovery on January 8, 2018.

25 22. Foodliner has produced, and Class Counsel have reviewed and analyzed, relevant
26 wage and hour policies, relevant meal period and rest break policies, payroll information for the
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1 Class Members, wage statements for the Class Members, driver logs for Class Members and
 2 other documents related to the Class Members’ employment with Foodliner.

3 23. On August 16, 2017, the Parties held an all-day mediation with mediator Mark
 4 Rudy. The case did not settle at that mediation. On April 4, 2018, Mr. Rudy made a mediator’s
 5 proposal. The Parties accepted that proposal as modified and have since memorialized its terms
 6 in a Memorandum of Understanding.

7 24. The full terms of the settlement are set forth in the Settlement. The primary
 8 material terms are as follows:

9 (a) Defendant will pay a maximum of \$1,200,000.00, known as the “Gross Settlement
 10 Amount,” under the Settlement. The GSA is inclusive of all payments to Class Members,
 11 the Class Counsel Fees and Costs Payment, the Class Representative Service Payment,
 12 the Settlement Administration Fees, and PAGA payments. It does not include the
 13 Employer’s Share of Payroll Taxes. Settlement at ¶ 15.

14 (b) Each Class Member who does not opt out will be paid an Individual Settlement
 15 Payment, subject to certain taxes and withholdings. Settlement at ¶ 16. This is not a
 16 claims-made settlement and no part of the Gross Settlement Amount will revert to
 17 Defendant. Settlement at ¶ 41.

18 (c) The Class Representatives’ Service Payments requested are \$10,000 for Plaintiff
 19 Austin and \$7,500 for each of the other Plaintiffs. Settlement at ¶¶ 45-46.

20 (d) If a Class Member has not cashed his or her check within 180 days of issuance, the
 21 funds representing the “uncashed checks” shall be transmitted by the Settlement
 22 Administrator to Legal Aid at Work, a nonprofit organization that furthers the objectives
 23 and purposes underlying this case and that provides civil legal services to the indigent.
 24 Settlement at ¶ 44.

25 25. If the Court grants these requests, the Net Settlement Fund will be \$772,225.63:

26	Gross Settlement Fund:	\$ 1,200,000.00
27	Less Attorneys’ Fees	-\$ 300,000.00

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1	Less Litigation Costs	-\$	22,221.37
2	Less Settlement Administration	-\$	4,500.00
3	Less Enhancement Awards	-\$	40,000.00
4	Less PAGA Payment to LWDA	-\$	61,053.75
5	Net Settlement Fund	\$	772,225.63

6 26. This Settlement compensates Class Members for their underpaid wages under
7 California law, as well as for meal and rest period violations. It also provides additional
8 compensation for disputed penalty claims. The average settlement payment for Class Members is
9 estimated to be approximately \$3,600, which Plaintiffs contend is a substantial recovery where
10 Defendant asserted compelling defenses to liability.

11 27. With the assistance of their expert, Plaintiffs created damage models to accurately
12 estimate the amount of unpaid wages, meal and rest period premiums, wage statement and late
13 payment penalties, and civil penalties under PAGA.

14 28. The Litigation involved complex and unsettled issues pertaining to liability
15 regarding Defendant's compensation structure for truck drivers and its meal and rest break
16 obligations under California law, as well as complex issues regarding the imposition of penalties,
17 and proving class-wide liability under *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th
18 1004 (2012), and *Comcast Corp. v. Behrend*, 133 S.Ct. 1426 (2013). Among other things,
19 Defendant argued that Class Members were properly compensated for all of their nonproductive
20 time and rest period time pursuant to California Labor Code section 226.2. Plaintiffs alleged that
21 Class Members were paid on a per-load basis, which entitled them to separate compensation for
22 nonproductive time and rest periods under California law. Defendant contended that Class
23 Members were paid for all of their hours worked and that the per-load calculation only applied if
24 it exceeded the hourly pay calculation. This is an unsettled area of the law and Plaintiffs are not
25 aware of any other trucking companies with a similar compensation structure.

26 29. Defendant also argued that individualized inquiries could potentially preclude
27 certification as to whether a rest period was or was not in fact authorized and permitted in each
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1 specific instance, especially given that rest periods were not recorded, and thus, no means existed
2 by which to conclusively prove whether or not rest periods were actually provided to an
3 employee.

4 30. Defendant argued that the imposition of waiting time penalties was precluded
5 since Plaintiff could not prove that Defendant's alleged failure to pay all final wages at the time
6 of separation was "willful."

7 31. Class Counsel have litigated this case for two years, on a purely contingent basis.
8 Not only has Class Counsel rendered services without any compensation, but they have also
9 advanced all costs, which are not insubstantial.

10 32. Notice of this Settlement, including the amounts requested for attorneys' fees and
11 costs, and Plaintiffs' incentive awards, was mailed to Class Members on September 27, 2018.

12 33. As of this date, not a single Class Member has objected to the requested fee
13 award.

14 34. In my experience in wage and hour class action matters similar to this one, fee
15 awards generally average around one-third of the gross recovery, regardless of whether the
16 percentage or lodestar method is used to calculate the fee award.

17 35. Including an estimated 15 hours to be spent in preparation for and appearance at
18 the final approval hearing and remaining settlement administration tasks, including responding to
19 questions from Class Members, I will have spent approximately 157.9 hours on this case at a
20 billable rate of \$675 per hour. Associates at my firm have also worked on this matter. Chad
21 Saunders, a 10th year associate, has spent a total of approximately 232.7 hours on this case at a
22 billable rate of \$475 per hour, and Vincent Chen, a 2nd year associate, has spent a total of
23 approximately 1.1 hours on this case at a billable rate of \$410 per hour. Additionally, the
24 paralegals and legal assistants at my firm have spent a total of approximately 35.2 hours assisting
25 in this action, at a billable rate of \$125 per hour. These hourly rates have been approved by courts
26 in similar cases, including *Kostyuk v. Golden State Overnight Delivery Service, Inc.* (Alameda
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1 County Superior Court case no. RG14727191 and *Newcomb, et al. v. J.B. Hunt Transport, Inc.*
2 (Alameda County Superior Court case no. RG16815734).

3 36. In this case my firm will have incurred at least 427 hours of attorney and paralegal
4 time on this case through final approval, reflecting a lodestar of \$217,575.50.

5 37. My law firm's paralegals, Associates, and I kept contemporaneous records of our
6 hours worked on this case by billing our time in increments of one tenth of an hour into our
7 timekeeping system. I have access to that timekeeping system and I access it regularly for
8 purposes of assessing the number of attorney and paralegal hours spent working on the various
9 cases our law firm handles. I relied on these contemporaneously-kept timekeeping records in
10 order to prepare this Motion. My law firm has prepared an attorney and paralegal time report
11 reflecting all of the total hours spent to date working on this case. A task-based summary of the
12 hours the professionals in my firm spent working on this case is attached hereto as **Exhibit A**.

13 38. This reflects all of my law firm's hours worked on this case including, but not
14 limited to: conducting pre-filing investigation; analyzing Plaintiffs' claims; drafting and filing the
15 Complaint; conducting ongoing legal research; reviewing and performing substantial data
16 analysis of extensive documents and records produced by Defendant, including timekeeping and
17 payroll data for class members as well as all applicable policies, in order to evaluate Plaintiffs'
18 claims and assess potential damages; preparing for and attending mediation; preparing the
19 Motions for Preliminary and Final Approval; and overseeing the settlement administration
20 process.

21 39. Since undertaking representation of Plaintiff, my law firm has borne all the costs
22 of litigation without receiving any compensation to date. To date, my law firm has incurred
23 \$22,221.37 in costs. Attached hereto as **Exhibit B** is a report reflecting these costs, which include
24 but are not limited to: filing fees, messenger fees, service fees, copying costs, mediation fees,
25 postage, expert costs, legal research costs, and travel costs for mediation and attending hearings
26 in this case.

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1 40. My experience in matters similar to this one was integral in evaluating the
2 strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the
3 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly
4 evolving substantive state and federal law, as well as the procedural law of class action
5 litigation. This case involved nuanced legal issues regarding both substantive and procedural
6 law, including complex issues with respect to the legal standards for reimbursement of cell
7 phone expenses, and the propriety of statutory penalties, among others.

8 **CLASS REPRESENTATIVE ENHANCEMENTS**

9 41. The proposed class representative enhancement awards of \$10,000 for Plaintiff
10 Austin and \$7,500 for Plaintiffs Corduck, Dial, Gibson, and Smith are intended to recognize
11 Plaintiffs' substantial initiative, risk, and effort on behalf of the Class.

12 42. Plaintiffs participated in multiple calls with me. Each of these calls lasted
13 between 10 minutes to an hour or more.

14 43. Plaintiffs helped initiate this lawsuit.

15 44. Plaintiffs provided invaluable assistance during the course of litigating this case.
16 They communicated information discussed with me to potential class members.

17 45. Plaintiffs participated in multiple meetings with Class Counsel.

18 46. Plaintiffs have also assisted Class Counsel throughout the settlement process.
19 They provided factual information to assist with preparation of the mediation brief. Plaintiffs also
20 attended the mediation on August 16, 2017, and participated in multiple calls thereafter to discuss
21 the settlement agreement.

22 47. The payments of \$10,000 for Plaintiff Austin and \$7,500 for Plaintiffs Corduck,
23 Dial, Gibson, and Smith are requested in recognition of the risks incurred, and the time, efforts,
24 and assistance that Plaintiffs have contributed on behalf of the Class, as detailed in their
25 declarations that have been concurrently filed.

26 48. Plaintiffs deserve enhancement payments because they took on significant risks
27 with respect to their employment prospects by participating in this case. Plaintiffs have sued
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1 their former employer. Any potential future employer who runs a background check on them
2 will discover this fact. In a competitive job market, this factor has already weighed heavily
3 against them.

4 49. Furthermore, Plaintiffs' litigation furthers California's public policies, including,
5 among others, providing proper calculation and payment of wages.

6 50. The class representative enhancements fairly compensate Plaintiffs for the
7 significant risk they incurred, the substantial assistance they provided to Class Counsel, the
8 services they rendered to the Class Members, and their service in furthering the public policy
9 underlying California's wage statutes.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct, and that this declaration was executed on November 6, 2018, in
12 Oakland, California.

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14 /s/ Hunter Pyle

Hunter Pyle

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EXHIBIT A

Task Summary**Hunter Pyle Law**

Include Case Details = False
 Include Case and Professional Details = False
 Professional = All (Active Only)
 Group By Professional Group
 Task = All
 From 11-06-2012 To 11-06-2018

Professional Summary

Task	Time (Hours)	Amount	Average Rate	% Total Time
Chen, Vince				
L601 - Discovery Planning	0.800	328.00	410.00	72.73%
Meeting- Case Development & Strategy	0.300	123.00	410.00	27.27%
Professional Total	1.100	451.00		
Pyle, Hunter				
B110 - Case Administration	1.100	720.00	654.55	0.70%
Case Investigation	5.400	3,447.50	638.43	3.42%
Case Management Conference	4.500	2,925.00	650.00	2.85%
Client Communication	10.100	6,382.50	631.93	6.40%
Correspondence	57.400	38,705.00	674.30	36.35%
L160 - Settlement / Non-Binding ADR	17.400	11,737.50	674.57	11.02%
L200 - Pre-Trial Pleadings and Motions	2.300	1,552.50	675.00	1.46%
L210 - Pleadings	3.500	2,195.00	627.14	2.22%
L300 - Discovery	2.400	1,532.50	638.54	1.52%
L310 - Written Discovery	8.300	5,280.00	636.14	5.26%
L330 - Depositions	11.200	7,560.00	675.00	7.09%
L350 - Discovery Motions	3.000	2,025.00	675.00	1.90%
Mediation and Preparation	27.400	17,817.50	650.27	17.35%
Meeting- Case Development & Strategy	1.800	1,182.50	656.94	1.14%
Unspecified	2.100	1,312.50	625.00	1.33%
Professional Total	157.900	104,375.00		
Sanchez, Darlene				
B110 - Case Administration	0.500	62.50	125.00	2.31%
C400 - Third Party Communication	1.900	237.50	125.00	8.80%
Client Communication	2.100	262.50	125.00	9.72%
L140 - Document / File Management	4.900	612.50	125.00	22.69%
L310 - Written Discovery	8.000	1,000.00	125.00	37.04%
L320 - Document Production	3.400	425.00	125.00	15.74%
L330 - Depositions	0.300	37.50	125.00	1.39%
Meeting- Case Development & Strategy	0.500	62.50	125.00	2.31%
Professional Total	21.600	2,700.00		
Sanchez, Elizabeth				
B110 - Case Administration	1.600	160.00	100.00	11.76%

Task Summary**Hunter Pyle Law**

Include Case Details = False
 Include Case and Professional Details = False
 Professional = All (Active Only)
 Group By Professional Group
 Task = All
 From 11-06-2012 To 11-06-2018

Task	Time (Hours)	Amount	Average Rate	% Total Time
Sanchez, Elizabeth				
C200 - Researching Law	0.400	40.00	100.00	2.94%
Case Management Conference	0.300	30.00	100.00	2.21%
Client Communication	2.100	210.00	100.00	15.44%
Correspondence	0.300	30.00	100.00	2.21%
L140 - Document / File Management	1.700	170.00	100.00	12.50%
L310 - Written Discovery	1.400	140.00	100.00	10.29%
Mediation and Preparation	0.400	40.00	100.00	2.94%
Meeting- Case Development & Strategy	0.700	70.00	100.00	5.15%
P400 - Initial Document Preparation / Filing	0.900	90.00	100.00	6.62%
PAGA	0.700	70.00	100.00	5.15%
Subsequent Filing	3.100	310.00	100.00	22.79%
Unspecified	0.000	0.00	NaN	0.00%
	Professional Total	13.600	1,360.00	
Saunders, Chad				
B110 - Case Administration	0.700	292.50	417.86	0.34%
Case Management Conference	13.100	6,125.00	467.56	6.31%
Correspondence	59.000	27,814.00	471.42	28.41%
L100 - Case Assessment, Development and Administration	1.500	691.50	461.00	0.72%
L160 - Settlement / Non-Binding ADR	26.900	12,777.50	475.00	12.95%
L200 - Pre-Trial Pleadings and Motions	36.900	17,012.50	461.04	17.77%
L210 - Pleadings	4.500	1,887.50	419.44	2.17%
L300 - Discovery	20.700	9,832.50	475.00	9.97%
L310 - Written Discovery	14.000	6,475.00	462.50	6.74%
L330 - Depositions	1.000	475.00	475.00	0.48%
Mediation and Preparation	10.000	4,750.00	475.00	4.81%
Meeting- Case Development & Strategy	16.400	7,261.50	442.77	7.90%
Telephone Call	3.000	1,377.50	459.17	1.44%
	Professional Total	207.700	96,772.00	
Tambling, Tanya				
Meeting- Case Development & Strategy	0.100	42.50	425.00	100.00%
	Professional Total	0.100	42.50	

Task Summary

Hunter Pyle Law

Include Case Details = False
 Include Case and Professional Details = False
 Professional = All (Active Only)
 Group By Professional Group
 Task = All
 From 11-06-2012 To 11-06-2018

Summary Totals

Task	Time (Hours)	Amount
B110 - Case Administration	3.900	1,235.00
C200 - Researching Law	0.400	40.00
C400 - Third Party Communication	1.900	237.50
Case Investigation	5.400	3,447.50
Case Management Conference	17.900	9,080.00
Client Communication	14.300	6,855.00
Correspondence	116.700	66,549.00
L100 - Case Assessment, Development and Administration	1.500	691.50
L140 - Document / File Management	6.600	782.50
L160 - Settlement / Non-Binding ADR	44.300	24,515.00
L200 - Pre-Trial Pleadings and Motions	39.200	18,565.00
L210 - Pleadings	8.000	4,082.50
L300 - Discovery	23.100	11,365.00
L310 - Written Discovery	31.700	12,895.00
L320 - Document Production	3.400	425.00
L330 - Depositions	12.500	8,072.50
L350 - Discovery Motions	3.000	2,025.00
L601 - Discovery Planning	0.800	328.00
Mediation and Preparation	37.800	22,607.50
Meeting- Case Development & Strategy	19.800	8,742.00
P400 - Initial Document Preparation / Filing	0.900	90.00
PAGA	0.700	70.00
Subsequent Filing	3.100	310.00
Telephone Call	3.000	1,377.50
Unspecified	2.100	1,312.50
Grand Total	402.000	205,700.50

EXHIBIT B

HUNTER PYLE LAW
Client Expense:Austin
All Dates

Date	Name	Memo/Description	Amount
10/30/2016	Comfort Suites	Travel Expense for client meeting	100.00
10/31/2016	Labor Workforce Development Agency	PAGA Filing Fee	75.00
10/31/2016	Domino's Pizza	Meal Expense for client meeting	97.43
11/03/2016	Alameda County Superior Court	Filing Fees - complaint and complex designation fee	1,435.00
12/12/2016	Lexis-Nexis	Research	6.24
12/12/2016	Mercury Investigations	Service of Process	124.20
1/18/2017	Alameda County Superior Court	Filing Fees - complaint and complex designation fee (PAGA complaint)	1,435.00
03/03/2017	Alameda County Superior Court	Filing Fees	20.00
03/08/2017	Alameda County Superior Court	Stip to Stay PAGA Action	20.00
07/11/2017	MARK S. RUDY, A PROFESSIONAL CORP	Mediation	7,000.00
08/31/2017	Ronda Austin	Mediation expense - Hotel booking for client attending mediation	316.18
08/31/2017	Christopher Corduck	Mediation expense - Hotel booking for client attending mediation	409.18
09/29/2017	Hemming Morse, LLP	D. Breshears Analysis of fleet manager files	10,207.00
12/02/2017	Fedex	Express Letter to opposing counsel	23.50
01/28/2018	FWB TURLOCK	Travel Expense for client meeting	18.99
01/28/2018	Holiday Inn Express	Travel Expense for client meeting	147.95
01/28/2018	Chevron	Travel Expense for client meeting	28.20
07/07/2018	Fedex	Settlement Agreement Letters to clients	267.20
10/31/2018	Postage	Postage for entire case	15.10
10/31/2018	Printing	Printing cost for entire case	475.20
			\$ 22,221.37