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Attorneys for Petitioner and Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

CHRISTINA LOPEZ-BURTON, an  
individual, on behalf of herself and all others  
similarly situated,

Petitioner and Plaintiff,

v.

TOWN OF APPLE VALLEY, a general law  
city; and DOES 1-10,

Respondents and Defendants.

Case No.: CIVDS1725027

*Assigned for all purposes to Hon. David S. Cohn*

**DECLARATION OF PRESCOTT W.  
LITTLEFIELD IN SUPPORT OF  
PETITIONER AND PLAINTIFF  
CHRISTINA LOPEZ-BURTON'S MOTION  
FOR ATTORNEY'S FEES,  
REIMBURSEMENT OF EXPENSES, AND  
SERVICE AWARD**

Petition/Complaint Filed: December 20, 2017

DATE: October 16, 2019  
TIME: 8:30 a.m.  
DEPT: S26

I, Prescott W. Littlefield, declare as follows:

1. I am a partner at Kearney Littlefield, LLP and am one of the attorneys representing Plaintiff and Petitioner Christina Lopez-Burton ("Plaintiff") in the above-entitled action. I have been directly involved in and have supervised every stage of the prosecution of this action since its

1 inception. I was provisionally designated by the Court as Class counsel together with Eric J. Benink.  
2 I have personal knowledge of the facts stated below and, if called upon, I could and would testify  
3 competently thereto.

4 2. My firm's practice is, and was during all times in this case, to maintain  
5 contemporaneous time records of the legal work we perform. This means we record our time while  
6 the work is being performed or as soon thereafter as it is practical to do so. I followed this practice in  
7 keeping my time in this matter.

8 3. Attached hereto as **Exhibits 1** is a redacted printout of entries of time my firm  
9 recorded for this matter through September 3, 2019, for which we seek to be compensated. Included  
10 in the entries are the date of the work, the timekeeper who performed the work, a description of the  
11 work performed, and the total amount of time incurred for each entry. Our work has included, but  
12 was not limited to: propounding to the Town of Apple Valley ("Town") Requests for Production  
13 of Documents (two sets), Special Interrogatories (two sets), Requests for Admission, and Form  
14 Interrogatories; reviewing 8,000+ pages of documents produced by the Town; subpoenaing and  
15 reviewing documents from third-party Burrtec Waste Industries ("Burrtec") (1,600+ pages);  
16 deposing third-party witness Richard Nino from Burrtec, third-party witness Marc Puckett  
17 (former Town Finance Director) and a PMQ for the Town, Kofi Antobam, on 18 separate topics;  
18 and reviewing and analyzing the Town's expert report and declaration regarding the value of the  
19 "franchise fee." We have requested and received information directly from the Town's attorneys  
20 as well to better understand and corroborate various aspects of the issues raised herein. In  
21 addition, we reviewed evidence and drafted Plaintiff's opening brief on petition for writ of  
22 mandate and reviewed the Town's opposition brief. We prepared a mediation brief and attended  
23 two mediation sessions before reaching an agreement in principle. Once the Settlement was  
24 approved by the Town Council, we worked with opposing counsel to draft the settlement  
25 agreement, which included numerous exhibits such as short and long form class notice, opt out  
26 forms and claim form. Finally, we drafted and prepared the motion for preliminary approval,  
27 including drafting all supporting exhibits and declarations in support thereof. I spent a total of  
28 288 hours on this matter through September 3, 2019. In addition to the time spent already, I  
expect that between myself and my co-counsel, we will spend at least another 25 hours preparing  
the motion for final approval, responding to questions from class members, addressing any

1 objections received, preparing for and attending the fairness hearing, preparing and filing the fee  
2 motion, and coordinating with the Claims Administrator and the Town regarding the distribution  
3 of funds.

4 4. I earned my undergraduate degree from USC in 2004 in philosophy and my law  
5 degree from UCLA in 2008. For one year between undergraduate and law school I worked as a  
6 construction laborer and foreman.

7 5. When I was a law student at UCLA, I took a program that UCLA offers in which I  
8 had a “specialization” on my degree as a member of the Business Law and Policy Program. In  
9 order to have that specialization, I was required to take a heavy load of complex business,  
10 financial and accounting classes all focusing on the legal aspects of the various business  
11 activities.

12 6. After I graduated I worked at Morgan, Lewis & Bockius LLP where I had clerked  
13 as a law student. Within a few months of working at Morgan Lewis full time the majority of my  
14 work focused on Chapter 11 bankruptcy work, handling complex reorganizations of large  
15 corporations through the Bankruptcy Courts. I was the only junior associate in the Los Angeles  
16 office to work in that position.

17 7. Despite my early success at Morgan Lewis, I have always had a desire to serve in  
18 the United States military. Given my qualifications, I believed that I could best serve by joining  
19 the JAG Corps. I applied to the United States Army JAG program in 2009 while I was still with  
20 Morgan Lewis. The Army JAG Corps rejected me, stating in my rejection that the Army had  
21 received a record number of applications and it took a much smaller percentage of applicants that  
22 it had historically. I was disappointed but persisted in applying to the military.

23 8. I worked with a Marine Corps recruiter to join the Marine Corps JAG program.  
24 Every Marine officer, no matter what job he or she will be assigned to, must first be capable of  
25 leading Marines. As such, I underwent not only a physical examination for the Marines, but also  
26 passes with high scores the Marines’ physical fitness test for officers. Based on my scores and  
27 resumes, my recruiter told me that she believed that I would be selected by the next board  
28 convened to make direct officer offers for the Marine Corps.

1           9.       During that same time, I remained eager to learn about the practice of law and the  
2 experience of other attorneys, especially successful as trial attorneys. I met Thomas Kearney for  
3 a casual lunch in 2009, during which I asked him all sorts of questions about his practice and his  
4 journey as a lawyer. I never intended the lunch to lead to any employment, rather, I was merely  
5 interested in my development as a lawyer and wanted to learn as much about other lawyers as I  
6 could.

7           10.      Before being offered a contract from the Marines, Thomas Kearney called one day  
8 out of the blue. He informed me that his firm, Ringler Kearney Alvarez (“RKA”), which focused  
9 on plaintiff catastrophic injury and class actions, was looking for an associate with big firm  
10 experience to hire, particularly because Jerome L. Ringler had been appointed to the lead  
11 committee for the Toyota Unintended Acceleration MDL, and RKA wanted to staff up. After  
12 interviewing with RKA, I was offered a job with them.

13          11.      The decision was not one that I took lightly. My wife and I had many discussions  
14 regarding our future, my desire to serve, as well as the future of our expanding family. Around  
15 this same time we found out that my wife was pregnant with our first child.

16          12.      All things considered, I decided to accept the offer from RKA, hoping to learn to  
17 be a trial lawyer from Jerome Ringler and Thomas Kearney, who together boasted scores of jury  
18 trials to verdict and dozens of class action successes.

19          13.      When I tendered my resignation at Morgan Lewis many people expressed their  
20 surprise to me. I had survived the lay-offs that had been common in big law firms in the 2008-  
21 2009 time frame, and at that time I did not know anyone who was leaving positions such as mine  
22 to take a risk on a future career that seemed anything but certain.

23          14.      I joined RKA in May of 2010. At RKA I worked on numerous high profile, high  
24 dollar catastrophic personal injury cases as well as complex class actions, both in the consumer  
25 and employment context. As time rolled on, attorneys Ringler and Alvarez left the firm, and by  
26 2014 I became partners with Thomas Kearney and Kearney Littlefield began operating. We  
27 initially only represented clients in high dollar, often 7 to 8 figure class action cases. Through  
28 these cases I learned the ins-and-outs of consumer protection and employment laws in California.

1           15.     In 2017 my firm and I tried the class action case *Angelone v. Midway Rent A Car,*  
2 *Inc.*, Los Angeles Superior Court Case No. BC485275 to verdict. It is my understanding that we  
3 are among the few class action firms to take a class action case through trial and to a verdict.

4           16.     I have been named a *Super Lawyers* “*Rising Star*” from 2016-2019.

5           17.     While developing my skills as a trial attorney and representing consumers and  
6 employees throughout California, I began to study and learn about Constitution issues,  
7 particularly Propositions 218 and 26. I have spent countless hours learning the ins-and-outs of  
8 these voter initiatives and following the development of these cases through not only published  
9 appellate decisions but also from trial briefs and arguments, unpublished appellate decisions, and  
10 from watching arguments in cases currently being litigated at the trial level through the Supreme  
11 Court. I have developed an expertise in this niche practice area and am readily conversant in the  
12 issues that arise in such cases.

13           18.     I believe an hourly rate of \$650 for the three attorneys who worked on this matter is  
14 reasonable based on our years of experience, qualifications and my understanding of rates for  
15 attorneys with class action experience and similar qualifications in the Los Angeles/Southern  
16 California region.

17           19.     I have been awarded similar hourly rates in other class action cases that I have  
18 litigated. A few recent examples are *Press et al. v. J. Crew Group, Inc. et al.*, Ventura County  
19 Superior Court Case No. 56-2018-00512503-CU-BT-VTA (consumer class action, approved at a rate  
20 of \$550 per hour); *Ramos v. PVH Corporation*, Sacramento County Superior Court Case No. 34-  
21 2018-00234829-CU-NP-GDS (consumer class action, approved at a rate of \$550 per hour); *Palmer v.*  
22 *Pier 1 Imports, Inc.*, United States District Court, Central District of California (employment class  
23 action, approved at a rate of \$500 per hour). Based upon my hourly rate in this case, our firm lodestar  
24 for this matter is **\$187,200**. My co-counsel on this matter, Eric J. Benink is submitting a separate  
25 declaration setting for his firm’s total hours and hourly rate, and presenting his experience.

26           20.     Our firm’s practice is largely contingency-based and we file cases across the state.  
27 We do not maintain a “customary” hourly rate per se because we know that as a practical matter, an  
28 appropriate rate in one jurisdiction may not be reasonable in another (we have filed cases in remote  
areas of the state like Stanislaus County). In other words, it is not easy to set a uniform hourly rate  
“prevailing in the community for similar work.” (See *PLCM Group v. Drexler* (2000) 22 Cal.4th

1 1084, 1095.) Moreover, different types of cases call for different experience and expertise, and based  
2 thereon, my hourly rate varies from matter to matter.

3 21. My firm undertook this case on a contingency fee basis. While the risks were  
4 significant, my firm aggressively prosecuted this case without payment, and without knowing if we  
5 would ever be paid for our time or reimbursed our expenses. The issues in the case were complex and  
6 unique, and required not only a deep understanding of the Town's solid waste ratemaking processes,  
7 documents and franchise agreements, but also an appreciation of how courts (both trial and appellate)  
8 might decide the unique and novel issues in this case. Indeed, this case was filed within months of the  
9 Supreme Court's decision in *Jacks v. Santa Barbara* (2017) 3 Cal.5th 248 (*Jacks*), which addressed  
10 similar, but not identical issues. While *Jacks* offered some guidance on the issues in this matter, it  
11 also made clear that there is no California precedent directly on point for a case like this. It is my  
12 belief that there are few attorneys from the plaintiffs' bar that possess the expertise to successfully  
13 analyze, brief and prosecute the claims raised in this type of case and this case in particular, given  
14 that, to my knowledge, the validity of a franchise fee surcharge similar to this case has never been  
15 addressed by the courts. The Town was represented by sophisticated and able counsel. We currently  
16 are litigating a Proposition 218 case on appeal after prevailing on the merits at a writ trial, and we  
17 have in the past year agreed to a stay of cases pending decisions in Proposition 218 cases that were  
18 pending before the California Supreme Court. Indeed, at our recent writ trial, even the trial judge  
19 recognized that the trial was mostly to determine who would be the appellant and who would be the  
20 appellee. Thus, we are plainly aware from experience that Proposition 218 cases often take years to  
21 resolve because they are often appealed and we are always prepared to prosecute or defend an appeal  
22 if appropriate.

22 22. Attached hereto as **Exhibit 2** is an itemization of expenses that Class Counsel  
23 reasonably incurred in the prosecution of this action. Those expenses include, inter alia,  
24 courier/messenger fees (which include associated filing fees), postage, outside copy service for  
25 deposition exhibits, mediation fees, and travel expenses (including toll roads). These expenses are  
26 categorized and totaled as follows:

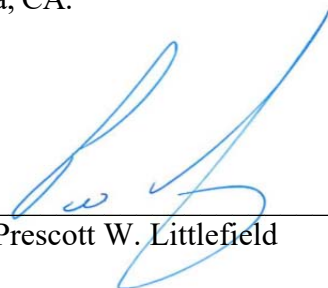
27 ///

CATEGORY OF EXPENSE	AMOUNT
Courier/Messenger, Service Fees and Postage (including associated filing fees)	\$500.69
Outside Copy Fees	\$28.16
Mediation Fees	\$900.00
Travel Expenses	\$291.31
TOTAL	\$1,720.16

23. I believe that the proposed Settlement which requires the Town to establish a \$3,150,000 Common Fund and freeze rates until July 1, 2021 is an excellent result, and is fair, adequate and reasonable and in the best interest of Class, and should be finally approved.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 7, 2019 in Santa Clarita, CA.

  
 Prescott W. Littlefield

# Exhibit 1

**KEARNEY LITTLEFIELD LLP**  
*Lopez-Burton v. Town of Apple Valley*  
*San Bernardino Superior Court, Case No. CIVDS1725027*

Date	Keeper	Case	Time	Rate	Lodestar	Description
7/19/2017	PWL	TOAV	0.1	\$650	\$ 65.00	Review email from cocounsel re engagement letter
7/20/2017	PWL	TOAV	2.5	\$650	\$ 1,625.00	Review Burton engagement letter, print and sign same to engage client; legal research regarding solid waste fees and franchise fees, imposition of solid waste fees, and Apple Valley solid waste ordinances
7/21/2017	PWL	TOAV	1.5	\$650	\$ 975.00	Review memo from co-counsel re his thoughts on the case; continue review of authority
7/24/2017	PWL	TOAV	0.5	\$650	\$ 325.00	Review draft claim; provide feedback; finalize and mail
7/26/2017	PWL	TOAV	0.2	\$650	\$ 130.00	Review client signature on engagement letter, sign scan and return my signature
7/31/2017	PWL	TOAV	0.1	\$650	\$ 65.00	Recevie return receipt for gov claim
9/14/2017	PWL	TOAV	0.4	\$650	\$ 260.00	Review file for date of sending of claim; re-calc same to be sure; emails re same
10/10/2017	PWL	TOAV	3	\$650	\$ 1,950.00	Review draft petition; review documents previously received via PRA; analyze same
10/11/2017	PWL	TOAV	1.5	\$650	\$ 975.00	Review and edit draft petition; conference with partner re same; review emails re same; sustantive edits and discussions regarding scope of claims to allege
10/13/2017	PWL	TOAV	0.6	\$650	\$ 390.00	Review proposed amended government claim; analyze same; finalize and send amendment
11/28/2017	PWL	TOAV	0.3	\$650	\$ 195.00	Review email re timing for amended claim to run; calc same again; respond thereto
12/12/2017	PWL	TOAV	2	\$650	\$ 1,300.00	Review revised petition; research re AV municipal code and treatment of trash/imposition vs. self haul, etc, and who is responsible for fee
12/18/2017	PWL	TOAV	0.3	\$650	\$ 195.00	Look for signed engagement letter; forward same
1/4/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Review setting of CMC and San Bernardino Complex Guidelines
1/27/2018	PWL	TOAV	1.5	\$650	\$ 975.00	Receive and review discovery responses; analyze same and brainstorm re responses
2/7/2018	PWL	TOAV	1.5	\$650	\$ 975.00	Review verified response to petition; research re BBK attorneys; emails re same
2/22/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Emails and plan re meet and confer in advance of CMC and preparation of CMC statement
2/23/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Review draft joint CMC statement
2/28/2018	PWL	TOAV	0.3	\$650	\$ 195.00	Report re CMC and review deadlines
4/3/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email re preparing discovery
4/4/2018	PWL	TOAV	1	\$650	\$ 650.00	Review draft discovery; conference with partner re same and discuss thoughts re strategy
4/25/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Request for extension for discovery
5/24/2018	PWL	TOAV	4	\$650	\$ 2,600.00	Review and analyze documents produced; legal research re issues from documents
5/25/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Additional request for discovery extension
5/31/2018	PWL	TOAV	2	\$650	\$ 1,300.00	Review and analyze defendant's discovery responses
5/31/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re "box" of discovery produced
6/17/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Emails re preliminary approval
6/19/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email re meet and confer and extension for MTC
6/20/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Emails from defense counsel
6/21/2018	PWL	TOAV	1.5	\$650	\$ 975.00	Emails re class certification being after liability phase; discussion re stipulation and being careful re Fireside Bank rights; pull down docs and discovery responses and skim over to get a feel
6/25/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Review signed stip; look ahead to Thursday's hearing
6/27/2018	PWL	TOAV	2.5	\$650	\$ 1,625.00	Prepare for tomorrow's hearing; prepare documents in case Court did not receive; review and analyze discovery and documents
6/28/2018	PWL	TOAV	4.5	\$650	\$ 2,925.00	Attend CMC; draft emails re statements from Judge
7/5/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Review email re meet and confer
7/6/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Review meet and confer and provide feedback

KEARNEY LITTLEFIELD LLP  
*Lopez-Burton v. Town of Apple Valley*  
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Date	Keeper	Case	Time	Rate	Lodestar	Description
7/12/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re telephonic meet and confer
7/17/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Update re supplemental responses
7/25/2018	PWL	TOAV	1.2	\$650	\$ 780.00	Review supplemental discovery
7/27/2018	PWL	TOAV	3	\$650	\$ 1,950.00	Review discovery and documents; analyze/flag same
7/30/2018	PWL	TOAV	5	\$650	\$ 3,250.00	Review documents and prepare discovery re Burrtec
8/1/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Review email and respond thereto re subpoena
8/3/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Prepare and serve depo subpoena (Nino)
8/8/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Analysis of value of FF; coordinate with service because Nino difficult to locate
8/13/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Email from service asking re substitute service; call to witness to arrange service
8/14/2018	PWL	TOAV	0.8	\$650	\$ 520.00	Keep calling Nino - gotta respond; call from B. Clemmer, rep for Nino and Burtec; update re same
8/15/2018	PWL	TOAV	0.6	\$650	\$ 390.00	Emails re depo; [REDACTED]; email to defendant re dates for Nino
8/16/2018	PWL	TOAV	0.4	\$650	\$ 260.00	Analysis of San Bernardino Assessor office tax of Burtec and consider using tax reporting in depo
8/17/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Email of index from co-counsel; review emails re missing responses
8/21/2018	PWL	TOAV	0.9	\$650	\$ 585.00	Call with counsel re Nino available; email re same; call re same
8/22/2018	PWL	TOAV	3	\$650	\$ 1,950.00	Legal research re [REDACTED]
8/23/2018	PWL	TOAV	0.3	\$650	\$ 195.00	Emails re depo date and logistics
8/28/2018	PWL	TOAV	0.4	\$650	\$ 260.00	Follow up with process server re service; follow up on service
8/29/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Review email from Clemmers re service of subpoenas
9/4/2018	PWL	TOAV	0.5	\$650	\$ 325.00	New documents from defendant; email from witness attorney to change date of depo
9/11/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Emails confirming 10/5 for depo
9/25/2018	PWL	TOAV	2	\$650	\$ 1,300.00	Review Burtec documents
9/27/2018	PWL	TOAV	3	\$650	\$ 1,950.00	Prepare for upcoming deposition
10/4/2018	PWL	TOAV	4	\$650	\$ 2,600.00	Prepare for deposition tomorrow; familiarize with documents
10/5/2018	PWL	TOAV	10	\$650	\$ 6,500.00	Attend depo of Nino
10/12/2018	PWL	TOAV	3	\$650	\$ 1,950.00	Work on PMQ deposition notice and review main focus of case and information that may need to be addressed in depo
10/15/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email from defendant re Puckett
10/16/2018	PWL	TOAV	3.2	\$650	\$ 2,080.00	Work on PMQ deposition; review Town ordinances re any potential violations
10/18/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Download and quick peek at Nino depo
10/19/2018	PWL	TOAV	2.5	\$650	\$ 1,625.00	Review Nino depo and finish draft of PMQ notice; start to confer with defendant re depo
10/24/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email to Town re Puckett's attorney
10/25/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email re attorney for Puckett
10/26/2018	PWL	TOAV	0.3	\$650	\$ 195.00	Attempts to arrange witnesses
10/31/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email re following up with Town re witness
11/2/2018	PWL	TOAV	3	\$650	\$ 1,950.00	Work on PMQ notice and date; work on Puckett depo; conference to review and analyze case; review additional discovery and comment thereon
11/7/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Try to confirm next week's depo
11/8/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email from defendant that they won't be producing witness on 14th
11/12/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Review proposed stip
11/13/2018	PWL	TOAV	0.8	\$650	\$ 520.00	Changes to stip; review further discovery responses
11/14/2018	PWL	TOAV	1.2	\$650	\$ 780.00	Work on getting a new hearing date; confirm Puckett depo; work on stip;

KEARNEY LITTLEFIELD LLP  
*Lopez-Burton v. Town of Apple Valley*  
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Date	Keeper	Case	Time	Rate	Lodestar	Description
11/15/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Review changes to stip, finalize on our side and send to defendant
11/20/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Try to get defendant to address stip
11/21/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Receive signed stip; finalize to file
11/26/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Review errata sheet for Nino
11/28/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Work on email to push defendant for depo
11/29/2018	PWL	TOAV	0.1	\$650	\$ 65.00	continue to get this depo scheduled
11/30/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Receive signed order and prepare notice
12/3/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Finalize PMQ notice and serve
12/3/2018	PWL	TOAV	1.5	\$650	\$ 975.00	Finalize and serve PMQ notice without defendant participation; prepare for Puckett depo and outline
12/4/2018	PWL	TOAV	5	\$650	\$ 3,250.00	Prepare for Puckett's depo
12/5/2018	PWL	TOAV	10	\$650	\$ 6,500.00	Prepare for Puckett's depo
12/6/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Review Court order re continuance of hearing
12/6/2018	PWL	TOAV	8	\$650	\$ 5,200.00	Attend and take Puckett's depo
12/7/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Look for Defendant's discovery responses; prepare to answer defendant's discovery and strategize re same
12/10/2018	PWL	TOAV	0.8	\$650	\$ 520.00	Make sure hearing is moved because court's website hasn't changed; review potential stipulation for authenticating documents and provide feedback
12/11/2018	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re missed discovery deadline
12/13/2018	PWL	TOAV	0.5	\$650	\$ 325.00	Emails re document, discovery deadlines and PMQ as well as figuring out where we stand on the trial date
12/14/2018	PWL	TOAV	0.3	\$650	\$ 195.00	Strategize re discovery responses and review co-counsel's responses
12/17/2018	PWL	TOAV	6	\$650	\$ 3,900.00	Work on discovery responses
12/26/2018	PWL	TOAV	0.4	\$650	\$ 260.00	Look at comments to proposed discovery responses and adjust thereto
12/28/2018	PWL	TOAV	0.1	\$650	\$ 65.00	Email re discovery
1/2/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Review discovery responses from Defendant
1/2/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Finalization of stipulation re documents
1/8/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re PMQ on MLK day
1/10/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Draft 2034 demand and legal research re [REDACTED]
1/11/2019	PWL	TOAV	0.4	\$650	\$ 260.00	Prepare and serve 2034 demand
1/11/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Emails re depo date; serve 2034
1/15/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Re-set PMQ depo
1/16/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Response re new depo date
1/24/2019	PWL	TOAV	3	\$650	\$ 1,950.00	Work on opening brief
1/27/2019	PWL	TOAV	5	\$650	\$ 3,250.00	Work on brief
1/28/2019	PWL	TOAV	4.4	\$650	\$ 2,860.00	Talk re suggesting ADR; draft opening brief
1/30/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Review defendant's version of stipulated documents
1/31/2019	PWL	TOAV	6	\$650	\$ 3,900.00	Continue drafting opening brief
2/1/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Review objections to deposition
2/1/2019	PWL	TOAV	6.5	\$650	\$ 4,225.00	Continue drafting opening brief
2/2/2019	PWL	TOAV	6	\$650	\$ 3,900.00	Work on opening brief and share with co-counsel and help with depo prep for Monday
2/3/2019	PWL	TOAV	2	\$650	\$ 1,300.00	Prepare for tomorrow's PMQ
2/4/2019	PWL	TOAV	10	\$650	\$ 6,500.00	Attend PMQ deposition

KEARNEY LITTLEFIELD LLP  
*Lopez-Burton v. Town of Apple Valley*  
*San Bernardino Superior Court, Case No. CIVDS1725027*

Date	Keeper	Case	Time	Rate	Lodestar	Description
2/5/2019	PWL	TOAV	4	\$650	\$ 2,600.00	Review rough of deposition transcript and weave into brief where appropriate; work on draft and pass off
2/7/2019	PWL	TOAV	2	\$650	\$ 1,300.00	Review deposition transcripts for [REDACTED]
2/8/2019	PWL	TOAV	2	\$650	\$ 1,300.00	Work on sections of brief as requested
2/10/2019	PWL	TOAV	1.2	\$650	\$ 780.00	Work on Puckett section
2/11/2019	PWL	TOAV	4	\$650	\$ 2,600.00	Continue work on [REDACTED]
2/12/2019	PWL	TOAV	6	\$650	\$ 3,900.00	Read new version of brief; call to strategize; work on brief
2/13/2019	PWL	TOAV	9	\$650	\$ 5,850.00	Work on brief, citations, supporting evidence, finalizing documents and pulling together
2/14/2019	PWL	TOAV	8	\$650	\$ 5,200.00	Continue to work on pulling everything together for finalizing
2/15/2019	PWL	TOAV	6	\$650	\$ 3,900.00	Finalize and file brief
2/18/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Emails re mediation scheduling
2/20/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Mediation emails
2/22/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Email re mediation agreement and costs
2/25/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Email from JAMS
2/26/2019	PWL	TOAV	3	\$650	\$ 1,950.00	Work on mediation brief
2/27/2019	PWL	TOAV	4	\$650	\$ 2,600.00	Prepare for mediation, including devising a damage model; address issues re expert disclosures and report production
2/28/2019	PWL	TOAV	13.5	\$650	\$ 8,775.00	Attend mediation
3/1/2019	PWL	TOAV	1	\$650	\$ 650.00	Review 2034 response; research Bradford Thompson (expert)
3/4/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Scheduling issues re expert depo
3/6/2019	PWL	TOAV	6	\$650	\$ 3,900.00	Review expert report and dissect same; review of authorities regarding use of roads and associated costs
3/7/2019	PWL	TOAV	3	\$650	\$ 1,950.00	Calls and analysis of expert report
3/11/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Review and respond to emails re mediation
3/13/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Emails re mediation, scheduling, and payment for mediator
3/14/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re call from defense counsel
3/18/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review email from JAMS re Friday's mediation
3/20/2019	PWL	TOAV	4	\$650	\$ 2,600.00	Receive Defendant's opposition and research and analysis re same
3/21/2019	PWL	TOAV	2	\$650	\$ 1,300.00	Prepare for tomorrow's mediation
3/22/2019	PWL	TOAV	10	\$650	\$ 6,500.00	Attend second mediation
3/25/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Review proposed stip and provide feedback
3/27/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review email re Town approving settlement
4/8/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re settlement and setting up a call
4/9/2019	PWL	TOAV	0.4	\$650	\$ 260.00	Call re strategy for settlement and [REDACTED]
4/11/2019	PWL	TOAV	1	\$650	\$ 650.00	Work on draft settlement agreement
4/15/2019	PWL	TOAV	3	\$650	\$ 1,950.00	Work on settlement agreement and notices
4/16/2019	PWL	TOAV	2	\$650	\$ 1,300.00	Work on notices
4/25/2019	PWL	TOAV	3	\$650	\$ 1,950.00	Continue to work on notices and aligning all dates/procedures in settlement agreement
4/29/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Call re finalizing agreement and exhibits
5/6/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Edit settlement exhibits
5/10/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Emails re getting defendant to respond to settlement draft
5/14/2019	PWL	TOAV	0.4	\$650	\$ 260.00	Try to figure out how to get defendant to respond to settlement draft
5/20/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Continue trying to get a response; call all defense counsel; emails re same

**KEARNEY LITTLEFIELD LLP**  
*Lopez-Burton v. Town of Apple Valley*  
*San Bernardino Superior Court, Case No. CIVDS1725027*

Date	Keeper	Case	Time	Rate	Lodestar	Description
5/21/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Email from defense counsel re call tomorrow
5/22/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Call with defense counsel re settlement agreement and review checklist re approval
5/28/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re settlement agreement
5/29/2019	PWL	TOAV	1.5	\$650	\$ 975.00	Review and circulate quote re admin; review settlement agreement changes
5/30/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Work on preliminary approval
6/5/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Call with co-counsel re today's hearing and strategy
6/10/2019	PWL	TOAV	0.4	\$650	\$ 260.00	Prepare and attend call re settlement
6/12/2019	PWL	TOAV	1.3	\$650	\$ 845.00	Work on preliminary approval
6/13/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Review and analyze customer rate code breakdown
6/19/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Working on full breakdown of settlement/distribution among class members
6/24/2019	PWL	TOAV	0.8	\$650	\$ 520.00	Work on finalizing all papers
6/25/2019	PWL	TOAV	2.3	\$650	\$ 1,495.00	Work on filing
6/26/2019	PWL	TOAV	0.5	\$650	\$ 325.00	Try to get a signed settlement agreement
6/27/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Got the settlement agreement signed
6/28/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Review filed papers
7/10/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review Town's non-opposition
7/22/2019	PWL	TOAV	1.5	\$650	\$ 975.00	Go over filing for tomorrow's hearing and prepare for hearing
7/23/2019	PWL	TOAV	4.5	\$650	\$ 2,925.00	Attend preliminary approval hearing
7/24/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review emails re publication efforts
7/25/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Efforts to get notices ready
7/29/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Efforts to make sure all notices will be coordinated
7/31/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Trying to go live with publication
8/1/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails re webpage
8/5/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review email to Town re short form notice
8/7/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review Town's response
8/12/2019	PWL	TOAV	0.3	\$650	\$ 195.00	Email and call with claim administrator re claim reporting
8/14/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Emails to defendant re claim reporting and response to claim admin
8/19/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Emails re opt-out
8/20/2019	PWL	TOAV	0.1	\$650	\$ 65.00	Review claim report
8/28/2019	PWL	TOAV	0.2	\$650	\$ 130.00	Communications re final approval and attorney fee motion
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
<b>Total:</b>			<b>288</b>		<b>\$ 187,200.00</b>	

# Exhibit 2

Selection Criteria

Clie.Selection Include: Apple Valley  
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
2296 2/28/2018 WIP Mileage - PWL CMC in San Bernardino	EXP	TK Mileage Apple Valley	181.2	0.50	90.60
2311 7/30/2018 WIP Depo Subpoena Serving for production of business records	EXP	TK Service Apple Valley	1	143.24	143.24
2315 10/5/2018 WIP Troll Road Charges for Depo of Richard Nino	EXP	TK Transportation Apple Valley	1	2.98	2.98
2349 9/4/2018 WIP Messenger Service of Depo Subpoena to Richard Nino	EXP	TK Messenger Service Apple Valley	1	97.45	97.45
2354 10/5/2018 WIP Reproduction for Richard Nino Depo	EXP	TK Copy Service Apple Valley	1	28.16	28.16
2383 12/7/2018 WIP Toll Road Payment to CMC Hearing PWL	EXP	TK Transportation Apple Valley	1	6.93	6.93
2414 11/21/2018 WIP Stip and Order to Continue	EXP	TK Filing Service Apple Valley	1	102.50	102.50
2415 11/30/2018 WIP Notice of Oder San Bernardino Center	EXP	TK Filing Service Apple Valley	1	102.50	102.50

5/29/2019  
12:24 PM

Kearney Alvarez, LLP  
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description					
2419	EXP	TK	208	0.50	104.00
12/6/2018		Mileage			
WIP		Apple Valley			
Mileage from Valencia to Depo PWL					
2442	EXP	TK	1	900.00	900.00
3/22/2019		Mediation			
WIP		Apple Valley			
JAMS Mediation Hon. Jeffrey King					
2462	EXP	TK	173.6	0.50	86.80
2/4/2019		Mileage			
WIP		Apple Valley			
Mileage for PWL for Depo of Kofi					
2509	EXP	TK	1	28.00	28.00
11/2/2018		Postage & Delivery			
WIP		Apple Valley			
Shipping Cost					
2510	EXP	TK	1	27.00	27.00
12/3/2018		Postage & Delivery			
WIP		Apple Valley			
Shipping cost					
Grand Total					
			Billable	0.00	1720.16
			Unbillable	0.00	0.00
			Total	0.00	1720.16