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**UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA**

SABRINA PEREZ, TANNER TOM,
ARIC VICKREY, ANDREJ SIMUNAC,
and LILYANA AIWAS, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., and
WELLS FARGO & COMPANY,

Defendants.

Case No. 2:24-cv-4077 SRM

DECLARATION OF HUNTER PYLE
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Judge: Serena R. Murillo

Dept.: Courtroom 9B, 9th Floor

Complaint Filed: 11/30/2023

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9 *Attorneys for Plaintiffs and the Proposed Class*
10 *and Collective Members*

1 I, Hunter Pyle, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California
3 and the principal at Hunter Pyle Law, PC (“HPL”), in Oakland, California. I am
4 co-counsel of record in the above-captioned case.

5 2. I have personal knowledge of the facts set forth in this declaration and
6 could and would testify competently to them.

7 **MY BACKGROUND AND EXPERIENCE**

8 3. In 1997, I received a J.D. from Boalt Hall School of Law at the
9 University of California at Berkeley.

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

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

1 6. In October 2003, I left Siegel & Yee and became a partner at Sundeen
2 Salinas & Pyle. In 2017, I left Sundeen Salinas & Pyle and created Hunter Pyle
3 Law. Since that time, most of my cases have involved employment law, and many
4 of them have involved wage and hour matters. Over the past ten years, I have tried
5 approximately fifteen cases to verdict.

6 7. I have been approved as Class Counsel in the following cases (among
7 others), which resolved favorably for the class members: *Jackson v. ACE*
8 (Alameda County Superior Court case no. RG05241698; settled for \$1.1 million);
9 *Beasley, et al., v. Allied Cash Advance* (Alameda County Superior Court case no.
10 07359698; settled for \$400,000); *Schakow v. Lerner New York, Inc., et al.* (Contra
11 Costa County case no. MSC08-01145; settled for \$850,000); *Brown, et al. v.*
12 *George S. May International Company* (Alameda County Superior Court case no.
13 08413991; settled for \$750,000); *Miriam Aquino Ruelas, et al. v. Neilmed*
14 *Products, Inc.* (Sonoma County Case No. SCV245231; settled for approximately
15 \$600,000); *Randolph et al. v. AT&T Wireless Services, Inc., et al.* (Alameda
16 County Superior Court case no. RG05193855; settled for approximately \$70
17 million); *Booker II, et al. v. Auto Guardian, et al.* (Alameda Superior Court case
18 No. RG11562117; settled for \$775,000); *Alonzo, et al. v. First Transit, Inc.* (Los
19 Angeles Superior Court case no. BC433932; settled for \$2 million); *Lopez, et al. v.*
20 *City of Montebello* (Los Angeles Superior Court case no. BC553076; settled for \$1
21

million); *Sadiq v. Greatwide Dedicated Transport II, LLC* (Alameda County Superior Court case no. RG15789114; settled for \$762,500); *Kostyuk v. Golden State Overnight Delivery Service, Inc.* (Alameda County Superior Court case no. RG14727191; settled for \$1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.* (Alameda County Superior Court case no. RG16815734; settled for \$750,000); *Hooper v. URS Midwest, Inc.*, (San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately \$3 million); *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-554398; settled for \$750,000); *Austin, et al. v. Foodliner, Inc.* (United States District Court, Northern District of California case no. 4:16-cv-07185-HSG; settled for \$1.2 million); *Castro, et al. v. ABM Industries, Inc., et al.* (United States District Court, Northern District of California case no. 4:17-cv-03026-YGR; settled for \$5,400,000); *Sales, et al. v. United Road Services, Inc., et al.* (United States District Court, Northern District of California case no. 4:19-cv-08404-JST; settled for \$7,500,000); and *Langlands, et al. v. Leland Stanford Junior University* (Santa Clara County Superior Court case no. 19CV343871; settled for \$6,000,000).

8. Each of these cases, except for the *Randolph* case, was a wage and hour class action. (Randolph was a consumer class action.)

9. I have prevailed in numerous contested motions for class certification, including in the cases of *Castro, et al. v. ABM Industries, Inc., et al.* (United States

1 District Court, Northern District of California case no. 4:17-cv-03026-YGR);
2 *Ortega et al. v. JBA Trucking* (Los Angeles Superior Court case no. BC583827);
3 and *Sales, et al. v. United Road Services, Inc., et al.* (United States District Court,
4 Northern District of California case no. 19-cv-08404-JST).

5 10. In 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and
6 2017, I organized and/or presented at annual CLEs put on by the Alameda County
7 Bar Association Labor and Employment Law Section regarding wage and hour law
8 and class actions. The faculty for these CLEs has included the Honorable George
9 C. Hernandez, Jr., the Honorable Ronald Sabraw, the Honorable Bonnie Sabraw,
10 the Honorable Robert Freedman, the Honorable Steven Brick, the Honorable
11 David Flinn, the Honorable Richard A. Kramer, Jenna Whitman, Walter Stemmler
12 and Phillip Obbard.

13 11. I am a Lecturer at U.C. Berkeley Law School (formerly known as
14 Boalt Hall). From 2014 to 2016, I, along with one other Lecturer, taught the
15 employment law course to second and third year law students. The course
16 materials included a survey of California wage and hour law. From 2017 to present
17 I have taught an advanced seminar on California Wage and Hour Law.

18 12. I am the primary contributor to www.workersrightsblog.com. That
19 blog covers recent developments in employment law, including wage and hour
20 law. Additionally, I am a co-author of “Civil Penalties Under the California Private
21

1 Attorneys General Act (PAGA),” Employment Damages and Remedies (CEB
2 2014). I have also served as the updating editor for the Employee and Union
3 Member Guide to Labor Law (West), Chapter 2 (“Opposing Discriminatory
4 Discharges”).

5 13. Almost every year from 2011 to present I have served on the faculty
6 of the Stanford Law School Trial Advocacy Workshop.

7 14. Almost every year from 2011 to present, I have been a panelist at
8 annual seminars put on by Bridgeport regarding California wage and hour law,
9 including the Wage and Hour Litigation Seminar.

10 15. I have made numerous other presentations regarding wage and hour
11 law and class actions. For example, in 2025 I have spoken on several panels
12 regarding California’s Private Attorneys General Act. I have also spoken on
13 separate panels discussing California wage and hour law.

14 16. I am a member of the California State Bar Labor and Employment
15 Law Section. In addition, I regularly serve as a volunteer attorney at the Workers’
16 Rights Clinic put on by the Legal Aid Society of San Francisco Employment Law
17 Center. I am also a member or past member of the Alameda County Bar
18 Association Labor and Employment Section and Trial Practice Section.

THE SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED

17. The PAGA allocation of \$1,940,000 is reasonable and should be approved, particularly in light of the Court’s authority to reduce any award that is “unjust, arbitrary and oppressing, or confusing.”

18. Assuming (1) that each of the aggrieved employees has suffered each of the Labor Code violations during every single pay period, (2) that Plaintiffs can “stack” all of the PAGA penalties; and (3) that each violation is assessed at the highest initial violation amount, the maximum PAGA penalties for the PAGA pay periods at issue total \$14,962,350.¹

19. The proposed PAGA allocation of \$1,940,000 thus represents 13% of the maximum PAGA exposure. It also amounts to 4% of the \$48,500,000 Total Settlement Amount.

20. This allocation is reasonable because courts have discretion to reduce PAGA penalties. Furthermore, it is well within the range that courts routinely approve.

21. Furthermore, courts have approved hybrid class action and PAGA settlements where only a fraction of the settlement was allocated to PAGA.

¹ Because Plaintiff Aiwas filed her PAGA action on May 15, 2024, the PAGA claims in this case are subject to the PAGA penalty structure predating the 2024 amendments to the statute. *See* Cal. Lab. Code § 2699(v)(1).

22. Finally, the class portion of the Settlement is robust and provides fair compensation to the class members. The Settlement as a whole thus vindicates the rights of the class members and will have a deterrent effect upon Wells Fargo and other employers.

23. Given these considerations, the \$48,500,000 Total Settlement Amount, including the \$1,940,000 PAGA amount, is fair, reasonable, and adequate, and the Settlement is in the best interest of the workers who are covered by the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 4, 2025, in Oakland, California.

Hunter Pyle