

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

AUSTIN FIRE EQUIPMENT, LLC	*	359 NLRB No. 3 (9/28/12)
Respondent	*	
and	*	JD (ATL) – 32-11 (11/29/11)
	*	
ROAD SPRINKLER FITTERS LOCAL	*	Case No. 15-CA-19697
UNION NO. 669, U.A., AFL-CIO	*	
Union	*	
	*	

**RESPONDENT’S MEMORANDUM IN OPPOSITION
TO MOTION TO DISMISS EAJA APPLICATION**

Respondent Austin Fire, LLC (hereafter “Respondent” “Austin Fire” or “Company”) respectfully submits this Opposition to the NLRB’s Motion to Dismiss Respondent’s Application for Attorneys’ Fees and Expenses under the Equal Access to Justice Act (“EAJA”). The NLRB fails to meet its burden of proving 1) that the Respondent is not a prevailing party satisfying EAJA’s statutory requirements or 2) that the Acting General Counsel (“GC”) was substantially justified in issuing complaint and pursuing Section 8(a)(5) violations premised on a Section 9(a) relationship.

I. SUMMARY OF ARGUMENT

Under EAJA, Respondent Austin Fire is entitled to recover its attorneys’ fees and costs incurred as a result of defending itself against a complaint issued by the GC that was not substantially justified. Austin Fire has met its burden of proving it is eligible to recover under 29 C.F.R. § 102.147 as a private organization with a net worth of not more than \$7 million and less than 500 employees with no affiliates or subsidiaries.¹

¹ See EAJA Application, filed October 26, 2012 (2011 supporting net worth financial document filed November 16, 2012; Supplemental Affidavit of Russell Ritchie verifying Respondent has no affiliates or subsidiaries, filed November 20, 2012).

The GC has failed to meet its burden of proving throughout this proceeding that its position was substantially justified. Instead, the GC's motion to dismiss centers on irrelevant facts, which were either not part of, or contrary to the ALJ's findings.² Both the ALJ and the Board correctly found that a Section 8(f), not a Section 9(a), relationship existed between Austin Fire and the Union. The GC was not substantially justified in claiming the existence of a 9(a) relationship.

II. ARGUMENT

a. The GC has not demonstrated that he was substantially justified at each stage of the proceeding.

As noted on page 7 of the GC's motion to dismiss, "the Acting General Counsel must demonstrate that he was 'substantially justified at each stage of the proceeding . . . An examination of the circumstances and evidence available to the General Counsel at these junctures is required in order to determine whether General Counsel has carried his burden.'"³ Unlike in *Galloway*, there were no "ultimate credibility resolutions" necessary to determine this case. *Id.* at 474.⁴ The parties stipulated to numerous facts,⁵ and contrary to the GC's "summary

² For example, the ALJ decision does not even mention, much less rely upon facts regarding the much earlier, pre-recognition Meadowview job discussed in pages 7-8 of the GC's Motion to Dismiss. Similarly, at trial the GC did not argue that there was anything significant (or incredible) about signing an agreement in July 2008 for a job to begin in October 2008; the ALJ's findings on page 4 of her opinion are consistent with both the testimony of Respondent's president (Russell Ritchie) and the testimony of the Union's representatives; (see ALJ decision pp. 12-13 where Ritchie's uncontroverted testimony is credited regarding the circumstances of his signing the agreements on July 8, 2008). See also the ALJ's decision, (pp. 4-5) where Russell Ritchie (Respondent's president) testified that while the Union gave him a copy of the signatory agreement, the Union did not give him a copy of the signed Acknowledgment (contrary to the GC's contention on page 9 that Ritchie testified he did not have a copy of the CBA). Additionally, page 10 of the GC's Motion to Dismiss discusses a \$100,000 grant, which was irrelevant for the ALJ's determination that the parties formed a Section 9(a) relationship and is presumably included to suggest Respondent does not need assistance with its attorneys' fees, despite the ALJ's finding on page 6 that Respondent was on the verge of bankruptcy and Ritchie believed he was about to lose his entire company pre-withdrawal.

³ *Galloway School Lines, Inc.*, 315 NLRB 473 (1994).

⁴ See also Austin Fire EAJA Application, pp 11-12.

⁵ See 6/22/11 stipulations filed with ALJ (Joint Trial Exhibit 1).

of pertinent facts,” the ALJ’s findings were consistent with the essentially uncontroverted testimony of Russell Ritchie (Respondent’s president).⁶

The legal issue here—whether a one page document signed by Austin Fire (the “Acknowledgment”) created a Section 9(a) relationship with the Union—did not require credibility determinations. The Board found that the Acknowledgment, on its face, did not meet the three-part test of *Staunton Fuel & Material (Central Illinois)*, 335 NLRB 717 (2001) to establish a Section 9(a) relationship.⁷ The GC, therefore, from inception was not substantially justified in pursuing a Section 9(a) relationship. No credibility resolutions were necessary to decide the case. The GC has attempted to manufacture - in the face of undisputed record testimony and findings to the contrary - disputed facts⁸ in its motion to dismiss, which once again evidences the unreasonable behavior that has plagued these proceedings and supports Austin Fire’s request for attorneys’ fees in defending itself throughout this case. In summary, the GC was not substantially justified in pursuing this case on the basis of a Section 9(a) relationship because:

1. On its face, the Acknowledgment relied upon by the GC did not meet the *Staunton Fuel* test.
2. The Acknowledgment did not indicate that the employees’ recognition was based on the Union’s having shown, or having offered to show, an evidentiary basis of its majority support.

⁶ ALJ 11/29/11 Decision, p. 20 (“Aside from the fact that Ritchie’s testimony was consistent and plausible, it was essentially uncontroverted.”)

⁷ *Austin Fire Equipment, LLC*, 359 NLRB No. 3, at 1 (9/28/12).

⁸ See fn. 2, *supra*.

3. A Section 9(a) relationship presupposed majority status.⁹
4. The GC knew that there was no majority status during his pre-complaint investigation.
5. The Administrative Law Judge's June 21, 2010 decision in the companion case of *G & L Associated, Inc. d/b/a USA Fire Protection*, 358 NLRB No. 162 (9/28/12) had been outstanding a year before the hearing in Austin Fire.
6. The GC consistently asserted that a Section 9(a) relationship existed without seeking a Section 8(f) relationship in the alternative.
7. Both the ALJ and Board found that the GC failed to meet his burden of establishing a Section 9(a) relationship.

Although the GC argues he was substantially justified in pursuing a Section 9(a) relationship, the GC *knew* during the pre-complaint investigation that the Union had never shown or offered to show proof of majority status, was aware of the ALJ's decision in *G&L* that was pending before the Board, and nevertheless relentlessly pursued Section 8(a)(5) allegations based upon an *unsupported* Section 9(a) relationship. These facts alone show that the GC was not substantially justified in pursuing a Section 9(a) relationship, and that the GC has failed to meet his burden of proving substantial justification in his motion to dismiss.

b. The uncontroverted affidavit of Respondent's counsel attached to the Respondent's EAJA application evidences settlement attempts.

The GC does not dispute that Austin Fire offered to settle the underlying dispute on the basis of Austin Fire's recognition of a Section 8(f) relationship,¹⁰ and fails to provide any

⁹ *Stanton Fuel & Material, Inc. (Central Illinois Construction)*, 335 NLRB 717 (2001).

¹⁰ The GC notes that the settlement offers were not made in writing; however, the GC fails to cite any authority that a written offer is required or that the lack of a written offer somehow justified the GC's continued persistence in asserting a Section 9(a) relationship.

evidence (through affidavits or otherwise) that Austin Fire did not fully cooperate with the investigation or offer to settle the case by recognizing a Section 8(f) relationship. Instead, the GC argues that Respondent's repudiation defense somehow justified the GC's refusal to entertain Respondent's settlement offer. As detailed in the affidavit of Respondent's counsel (I. Harold Koretzky), attached as Exhibit B to Respondent's EAJA Application, undersigned counsel communicated with the 15th Region on numerous occasions to ensure that the facts, as well as Austin Fire's legal and financial position were clear; requested ways to stop the costly, piecemeal gathering of information, and had several conversations and communiques with Advice, the Acting General Counsel, Operations Management, and Counsel for the Acting General Counsel (15th Region) in which Respondent's settlement offers were communicated. *Id.* at ¶¶ 11-12. Respondent's repudiation argument was made in good faith, in an effort to mitigate back-pay liability for its admitted withdrawal from the CBA. This defense would have been rendered moot had the GC accepted Respondent's settlement offer since Respondent offered the full back-pay sought under the Section 8(f) agreement. Moreover, the fact that Austin Fire asserted this good faith defense in the face of a complaint seeking an unsupported Section 9(a) relationship is irrelevant for purposes of determining if Respondent is entitled to its attorneys' fees under EAJA as a result of the GC pursuing his Section 9(a) claim throughout this proceeding.

Here, the GC's refusal to even consider Respondent's offer to settle consistent with the Section 8(f) result reached by the ALJ and affirmed by the Board was not substantially justified. *See, e.g., Charles H. McCauley Associates, Inc.*, 269 NLRB 791 (1984) (although the GC prevailed by proving discriminatory discharge, that did not necessarily establish substantial justification for continuation of litigation where EAJA applicant had offered to settle and make

litigation unnecessary). The GC cites to irrelevant facts,¹¹ which fail to evidence that he was substantially justified in seeking a Section 9(a) relationship in these proceedings, or in refusing to consider Respondent's Section 8(f) settlement offer.

c. Respondent prevailed on *all* Complaint allegations that it had not offered to settle.

Austin Fire is entitled to all of its fees because it was the prevailing party as defined by §504(b)(1)(B). The Complaint only alleged a Section 9(a) relationship and it did not contain an alternative Section 8(f) relationship claim. Therefore, the GC is incorrect in stating that “ALJ Brakebusch and the Board upheld the allegations of the Complaint related to Section 8(f) of the Act” since the Complaint did not contain *any* Section 8(f) allegations.¹² More importantly, Respondent prevailed on all allegations that it did not offer to settle. The sole basis for Respondent's liability found by both the ALJ and the Board was liability for breach of a Section 8(f) agreement for which Respondent had offered a complete remedy in its pre-trial settlement offers in June 2011.

Similarly, the GC's reliance on *Epilepsy Foundation of NE Ohio v. NLRB*, Case 00-1332, Doc. 668468 (D.C. Cir. 3/29/02) is misplaced. In *Epilepsy Foundation*, the court found that “[t]he Board's modification of the *Weingarten* doctrine. . . was by far the most important issue in the case and the Board prevailed on that issue.” *Id.* at 3. Because Austin Fire prevailed on “a significant and discrete substantive portion” of the proceeding as all Section 9(a) relationship alleged violations—the only charges in the Complaint—were dismissed. Austin Fire is entitled to all of its attorneys' fees incurred in defending the entire action. §504(b)(1)(B). *See generally*

¹¹ See fn. 2.

¹² Motion to Dismiss, p. 17.

Precision Concrete v. NLRB, 362 F.3d 847, 853 (D.C. Cir. 2004) (rejecting Board's argument that presence of other issues should occasion *pro rata* reduction for EAJA fees).

d. Respondent's fee demands are reasonable and proper.

As Austin Fire was the prevailing party and the GC failed to meet his burden of proving his position was substantially justified, Austin Fire is entitled to recover all of its attorneys' fees and associated expenses incurred to date,¹³ as well as those that will be incurred in the continued defense of this action¹⁴ and pursuit of fees under EAJA.¹⁵ As of the filing of its EAJA application, Respondent's counsel had logged 616.6 hours, totaling \$178,647.84 in attorneys' fees and related expenses, while only billing Respondent \$150,448.59.¹⁶ Since the October 26, 2012 filing of its EAJA Application, Respondent's counsel has opposed the Union's Motion for Reconsideration (unopposed by the GC) and drafted this Opposition to Acting General Counsel's Motion to Dismiss Respondent's EAJA Application, logging an additional 49.50 hours, totaling \$12,746.50.¹⁷

¹³ See, e.g., *Rodriguez v. Taylor*, 569 F.2d 1231, 1245 (3rd Cir. 1977) ("As a general matter, awards of attorneys' fees where otherwise authorized are not obviated by the fact that individual plaintiffs are not obligated to compensate their counsel."); *Jones v. Schweiker*, 565 F. Supp. 52, 55 (W.D. Mich. 1983) (plaintiff "incurred" fees within the meaning of EAJA based on prevailing market rates without reference to the fee arrangements between the attorney and client; therefore, attorneys' fees and expenses should be awarded for total value of work performed, not amount charged to client).

¹⁴ The charging party (Union) has filed a motion for reconsideration, citing the GC's agreement with the Union's filing and requiring Respondent to file an opposition and incur further briefing costs.

¹⁵ See also 29 C.F.R. 102.145(b) (award may include reasonable expenses of the attorney that are ordinarily charged to the client separately from fees); *Commissioner, INS v. Jean*, 496 U.S. 154, 158-66 (1990) (prevailing party entitled to recover fees incurred in litigating whether the government had "substantial justification" for its position resisting payment of fees).

¹⁶ Affidavit of I. Harold Koretzky (attached as Exhibit B to EAJA Application); a copy of billing details was attached as Exhibit C.

¹⁷ See Supplemental Affidavit of I. Harold Koretzky (attached hereto as Exhibit 1).

Contrary to the GC's claim, Austin Fire has not made "clearly excessive fee demands which should be reduced to reflect reasonable billing judgment."¹⁸ *Hensley* requires a fee applicant to exercise "billing judgment" not because he should necessarily be compensated for less than the actual number of hours spent litigating a case, but because the hours he does seek compensation for must be *reasonable*. Counsel for the prevailing party has made a good-faith effort to exclude from its fee request hours that are excessive, redundant, or otherwise unnecessary. Here, the number of hours expended by Respondent's counsel throughout this case, including the EAJA application, has been *reasonable*. Thus, Respondent's counsel has, in fact, exercised the "billing judgment" described in *Hensley*. See, e.g., *Banks v. Barnhart*, 2003 U.S. Dist. LEXIS 14823 (N.D. Ill. 2003) (finding no item that appeared improper, unreasonable, or redundant in plaintiff's fee petition where government did not submit affidavit indicating hours expended were unreasonable, and presented no evidence other than bare number of hours to suggest that time billed was excessive).

As detailed in undersigned counsel's affidavits, the firm has been conservative in logging and billing time since Respondent is a small business entity and the legal fees have been a significant financial burden on Respondent.¹⁹ The GC's *unsupported* contention that counsel's fees are duplicative, redundant, or excessive does not change the fact that all fees submitted by Respondent in its EAJA application were necessary to defend Respondent in the underlying action. See *Stewart v. Astrue*, 2010 U.S. Dist. LEXIS 24549, *6 (W.D. Ark. 2010) ("The bare claim, however, that a plaintiff requests 'excessive fees' is not such a proper justification for reducing a fee request.") All fees submitted in Austin Fire's EAJA application were necessary.

¹⁸ GC's Motion to Dismiss, p. 15, citing *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983).

¹⁹ Affidavit of I. Harold Koretzky, ¶ 9 (attached as Exhibit B to EAJA Application).

Here, as in *Stewart*, the prevailing attorney “is in the best position to know the amount of time that was needed in a particular case.” *Id.* at *7.

Additionally, contrary to the GC’s unsupported assertion that 64.90 hours for preparing an EAJA application is “clearly excessive,” the EAJA application required researching and briefing of EAJA law tailored to this case, which had not been briefed or argued in the underlying action. *See, Maldonado v. Houstoun*, 256 F. 3d 181, 186 (3rd Cir. 2001) (unreasonable to have spent 275.65 hours researching and briefing a single issue that presented no complex factual or legal issues; however 120 hours was a “reasonable and generous amount of time.”); *see also Epilepsy Foundation*, p. 3 (712.1 hours for time allegedly spent preparing for and arguing the appeal was grossly excessive).

The 616.6 total hours logged as of the November 26, 2012 EAJA Application are not only reasonable, but conservative in light of the Respondent’s tenuous financial position. As seen in the *Precision Concrete* case cited by the GC, 616.6 hours is very close to the 560.8 hours awarded by the D.C. Circuit. 662 F.3d at 853 (reducing total compensable hours from 1,151.4 submitted by EAJA applicant to 560.8 where “[t]he case was not one of great complexity or based on an unusually voluminous record.”). For these reasons, and as more specifically detailed in Respondent’s EAJA application, Austin Fire is entitled to recover \$191,394.34, the fair market value for attorneys’ fees and expenses logged to date. Alternatively, Austin Fire is entitled to recover either \$159,404.13, the fair market value for attorneys’ fees and expenses billed to date, or at the very least \$122,482.84, the attorneys’ fees and expenses logged to date at the adjusted statutory hourly rate of \$180.92.

e. Respondent is entitled to recover its attorneys' fees from the unnecessarily vexatious pre-Complaint investigations.

The GC cites *Hardwick* and *Evergreen Lumber* to support his position that Respondent is not entitled to recover the attorneys' fees incurred in responding to the GC's unduly burdensome investigation in this largely uncontroverted matter. However, neither decision addressed whether a Respondent can recover fees necessary to respond to administrative proceedings that were piecemeal, inefficient, irrelevant and therefore unnecessarily expensive. Respondent should be reimbursed for all of the attorneys' fees incurred in response to the GC's unnecessary pre-Complaint conduct that was not substantially justified.²⁰

III. CONCLUSION

The government fails to meet its burden of proving that its position in unsuccessfully seeking *only* a Section 9(a) relationship was justified to a degree that could satisfy a reasonable person. Accordingly, the GC's Motion to Dismiss Respondent's EAJA Application should be denied.

CARVER, DARDEN, KORETZKY, TESSIER,
FINN, BLOSSMAN & AREAUX



I. HAROLD KORETZKY, T.A. (LA #7842)
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ATTORNEYS FOR RESPONDENT
AUSTIN FIRE EQUIPMENT, LLC

²⁰ Austin Fire's EAJA Application separates fees incurred before and after the January 31, 2012 Complaint at p. 15.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Respondent's Memorandum in Opposition to Motion to Dismiss EAJA Application has been served via e-mail this 7th day of December, 2012 on the following:

Kevin McClue
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National Labor Relations Board
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Kevin.McClue@nrlrb.gov

Natalie C. Moffett
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I. Harold Koretzky

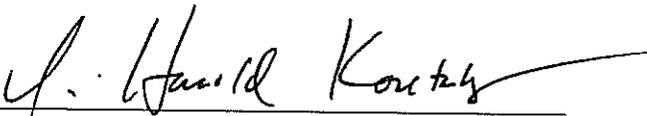
UNITED STATES OF AMERICA
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	*	

AFFIDAVIT OF I. HAROLD KORETZKY

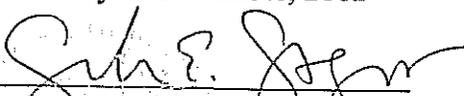
I, I. Harold Koretzky, being first duly sworn upon oath, depose and state that I am over eighteen (18) years of age, have personal knowledge of and am competent to testify to the following:

1. Since October 26, 2012, Respondent's counsel has opposed the Union's Motion for Reconsideration (unopposed by the GC), and the Acting General Counsel's Motion to Dismiss Respondent's EAJA Application, logging an additional 49.50 hours, totaling \$12,746.50.
2. Detailed billing descriptions for these 49.50 hours are attached hereto.

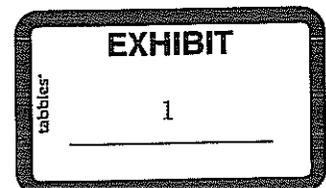


I. Harold Koretzky

Sworn to and subscribed before me,
the 7th day of December, 2012



Sarah E. Stogner, Notary Public
My commission expires at death.
SARAH E. STOGNER
ATTORNEY NOTARY
State of Louisiana
My Commission is Issued For Life
La. Bar Roll No. 31636



CARVER, DARDEN,
KORETZKY, TESSIER, FINN,
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Austin Fire Equipment, LLC
Russell Ritchie
P.O. Box 411
Prairieville LA 70769

Page: 1
December 07, 2012
File No: 2040-16875M
Invoice No: 133427

Attn: Russell Ritchie

General Labor Advice
Billing Atty: I. Harold Koretzky

			Hours	
10/26/2012	IHK	File, serve EAJA fee application; communiques to/from client; conference with client; status report to client; communiques from NLRB (original time .9 hrs).	0.60	177.00
	SES	Finalize and file EAJA application.	1.50	277.50
11/09/2012	IHK	Receive, review union's motion for reconsideration; communique/fling to client; response strategies, directions, analysis	0.80	236.00
	SR	Review Union's Motion for Reconsideration; Review Board's rules for filing response; memorandum regarding opposition briefing	1.10	324.50
11/12/2012	SR	Conference regarding strategy	0.30	88.50
	IHK	Strategies, directions regarding status, handling of opposition to union's motion for reconsideration; issues analysis; response strategies, directions, analysis	0.40	118.00
11/13/2012	IHK	Status report to client; strategies/directions re status/handling of opposition to union's motion for reconsideration; issues analysis; materials review	0.40	118.00
	SR	Preparation of Opposition to Motion for Reconsideration; Review of cases cited by Union	4.00	1,180.00
	SR	Preparation of Memorandum in Opposition to Union's Motion for Reconsideration	5.50	1,622.50
11/16/2012	IHK	Receive, review, analyze NLRB's motion to dismiss; correspondence/supplemental filing with NLRB regarding net worth requirement; status report to client; communiques to client; review, revise draft opposition to union's motion for reconsideration	2.40	708.00

General Labor Advice

Billing Atty: I. Harold Koretzky

			Hours	
	SR	Preparation of Memorandum in Opposition to Union's Motion for Reconsideration.	3.80	1,121.00
	SES	Receive and review motion to dismiss EAJA application, confirm and calendar response deadlines	1.50	277.50
11/17/2012	SR	Review and revise Memorandum in Opposition to Union's Motion for Reconsideration	1.00	295.00
11/19/2012	IHK	Review, revise draft supplemental affidavit; review, analysis of NLRB decision regarding response to union's motion to dismiss/NLRB's opposition to EAJA application; issues analysis; response strategies	1.20	354.00
	SES	Reviewing edits to memorandum in opposition to motion for reconsideration, and drafting and forwarding supplemental affidavit of Russell Ritchie	1.60	296.00
11/20/2012	SR	Telephone conversation with attorney for G&L Associated regarding strategy for opposing Union's Motion for Reconsideration regarding compliance	0.40	118.00
	IHK	Review, revise, finalize supplemental affidavit/opposition to union's motion for reconsideration filings; conference with client; review NLRB decision; response strategies, directions, analysis	1.50	442.50
	SES	Drafting letter to NLRB regarding supplemental affidavit of Russell Ritchie	0.40	74.00
	SES	Final edits to opposition to motion for reconsideration, communicate with client regarding affidavit for opposition to motion to dismiss	1.00	185.00
	RLF	Review/revise brief in opposition to motion for reconsideration	0.40	110.00
11/21/2012	IHK	Conference with client regarding status, handling of pending matters; issues analysis; response strategies, directions, analysis	1.90	560.50
11/30/2012	IHK	Receive, review, analysis of union's reply to opposition to motion for reconsideration; issues analysis; response strategies, directions, analysis; communiques/filings to client	0.40	118.00
12/02/2012	SES	Drafting opposition to NLRB motion to dismiss Austin Fire's EAJA application.	5.50	1,017.50

General Labor Advice
Billing Atty: I. Harold Koretzky

		Hours	
	SR	Review NLRB's Motion to Dismiss EAJA; Review and revise company's response; Conference with S.S.	2.50 737.50
12/03/2012	SES	Continued drafting opposition to General Counsel's motion to dismiss EAJA application.	1.50 277.50
	IHK	Review, revise draft opposition to NLRB's motion to dismiss EAJA application; communicate from/to client regarding status, handling of union's reply to opposition to motion for reconsideration; issues analysis; response strategies, directions, analysis (Original time entry 1.40 hours)	1.20 354.00
12/04/2012	SES	Receive and review I. Harold Koretzky and Steve Rose revisions/comments to draft of opposition to NLRB motion to dismiss EAJA application.	0.50 92.50
12/05/2012	SR	Review and revise Reply Memorandum regarding EAJA Application.	1.20 354.00
12/06/2012	IHK	Review, revise draft opposition to NLRB's motion to dismiss client's EAJA application; issues analysis; response strategies, directions, analysis	0.90 265.50
	SES	Revise opposition to GC's motion to dismiss EAJA application; draft supplemental affidavit of Harold Koretzky in support	2.00 370.00
12/07/2012	IHK	Revise, finalize, file, serve opposition to NLRB's motion to dismiss client's EAJA application; materials review; issues analysis	0.80 236.00
	SES	Review/revise opposition to GC's motion to dismiss EAJA application; revise supplemental affidavit of Harold Koretzky in support	1.30 240.50
		For Current Services Rendered	49.50 12,746.50

Recapitulation

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
I. Harold Koretzky	Attorney	12.50	\$295.00	\$3,687.50
Stephen Rose	Of Counsel	19.80	295.00	5,841.00
Sarah E. Stogner	Attorney	16.80	185.00	3,108.00
Russell L. Foster	Attorney	0.40	275.00	110.00

10/27/2012	Photocopies (Original cost entry 250.25)	125.00
	Total Expenses	125.00

Austin Fire Equipment, LLC

December 07, 2012

File No: 2040-16875M

Invoice No: 133427

General Labor Advice

Billing Atty: I. Harold Koretzky

Current Fees and Expenses	12,871.50
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Current Amount Due	<u>\$12,871.50</u>
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Please reference our invoice no. on your payment