

1 Abbas Kazerounian (SBN 48522)
 ak@kazlg.com
 2 Ryan L. McBride (SBN 50751)
 ryan@kazlg.com
 3 **Kazerouni Law Group, APC**
 4 2633 E. Indian School Road, Ste. 460
 5 Phoenix, AZ 85016
 Telephone: (800) 400-6808
 6 Facsimile: (800) 520-5523
 7 *Attorneys for Plaintiff*

8 **UNITED STATES DISTRICT COURT**
EASTERN DISTRICT OF WASHINGTON

9 Nathan Hofstader, individually and on
 10 behalf of others similarly situated,

11 Plaintiff,

12 v.

13 Emergency Physician Services, P.S.,
 Providence Holy Family Hospital and
 Providence Health and Services,

14 Defendants.
 15
 16

Case No. 2:18-cv-00062-SMJ

**Declaration of Abbas Kazerounian in
 Support of Plaintiff's Motion for
 Preliminary Approval of Proposed
 Class Action Settlement**

17
 18
 19 **I, ABBAS KAZEROUNIAN, declare:**

- 20 1. I am one of the attorneys for the plaintiffs in this action, Nathan Hofstader and Richard
 21 Cerenzia (the "Plaintiffs"). I am over the age of 18 and am fully competent to make this
 22 declaration. I was admitted to the State Bar of California in 2007, the State Bar of
 23 Washington in 2015, and have been a member in good standing ever since that time. I
 24 have litigated cases in both state and federal courts in California, Washington, Nevada,
 25 Arizona, Arkansas, New York, New Jersey, Colorado, Tennessee, Ohio, Florida, Illinois
 26 and Texas. I am admitted in every federal district in California and have handled federal
 27
 28

1 litigation in the federal districts of California. I am also admitted to the state bar of Texas,
2 Illinois, Washington, Michigan, District of Columbia, the Ninth Circuit Court of Appeals,
3 the Eighth Circuit Court of Appeals, and the Supreme Court of the United States.

- 4 2. If called as a witness, I would competently testify to the matters herein from personal
5 knowledge. The declaration is based upon my personal knowledge, except where
6 expressly noted otherwise.
- 7 3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of
8 Proposed Class Action Settlement in the action against defendants, Providence Holy
9 Family Hospital and Providence Health and Services ("Defendants").
- 10 4. I request to be preliminarily approved as Class Counsel for the proposed settlement class.
- 11 5. I am unaware of any conflict of interest between Plaintiffs and any settlement class
12 member, or between Plaintiffs and Plaintiffs' attorneys.

13
14 **FACTUAL & PROCEDURAL BACKGROUND**

- 15 6. It is my understanding that Defendants provide health services including emergency
16 services to patients in the State of Washington.
- 17 7. On February 20, 2018, a putative class action complaint relating to Defendants' alleged
18 failure to provide Plaintiffs and putative class members notice of the availability of charity
19 care, captioned *Nathan Hofstader, individually and on behalf of others similarly situated v.*
20 *Emergency Physician Services, P.S., Providence Holy Family Hospital and Providence*
21 *Health and Services*, U.S. District Court, E.D. Washington Case No. 2:18-cv-00062-SMJ
22 was filed in the United States District Court for the Eastern District of Washington. I am
23 one of the attorneys for Plaintiffs in the case.
- 24 8. Subsequently, Plaintiff amended the complaint to include Plaintiff Richard Cerenzia who
25 also alleged Defendants failed to provide him notice of the availability of charity care.
26
27
28

1 9. The Plaintiffs and Defendants exchanged some initial discovery and Defendants took the
2 deposition of Nathan Hofstader.

3 10. Considering the risk to both sides, the parties agreed to participate in a settlement
4 conference.

5 11. The Honorable John T. Rodgers was assigned by this Court as mediator to mediate the
6 settlement conference. With the Court's approval, the parties stayed further discovery and
7 suspended the proceeding pending the outcome of the settlement conference.
8

9 12. The first settlement conference occurred on August 9, 2018, at the Thomas S. Foley United
10 States Courthouse in Spokane, Washington. Prior to the settlement conference the parties
11 exchanged factual information and documents. At the beginning of the first mediation, the
12 parties presented their respective positions on the substantive Washington law applicable
13 to the case and their positions on class certification issues. The settlement conference
14 ended with some meaningful discussion that led to the parties requesting a second
15 settlement conference with Judge Rodgers.
16

17 13. The second settlement conference was held on October 11, 2018. At the second mediation
18 the parties had comprehensive discussions regarding class settlement. By the end of the
19 second settlement conference, the parties had an agreement in principle regarding class
20 settlement, but needed to conduct further research on one issue.

21 14. After the settlement conference, the parties continued discussions regarding the last issue
22 and finally came to a resolution of the issue and a full agreement to settle the case on a
23 FRCP 23(b)(2) class basis.
24

25 15. A Settlement Agreement and Release was signed by the parties on July 16 and 17, 2020.

26 16. As a result of the above process and the Parties' representations to each other, I believe
27 that the Parties are fully apprised of the relative strengths and weaknesses of each other's
28

1 claims and defenses and the potential risks to each party of pursuing further litigation in
2 this matter, and that the settlement is in the best interests of the settlement class members.

3 17. Based on the discovery exchanged between the parties and Defendants' representations to
4 me, I believe the putative class size to be approximately 250,000 people.

5 **THE SETTLEMENT**

6 18. This Settlement provides injunctive relief to Settlement Class members and other member
7 of the community.

8 19. Specifically, Defendants have agreed to change their policies and procedures regarding the
9 intake process of patients in the emergency department.

10 20. Defendants have agreed to make the following policy changes:

- 11
- 12 a. The Registrar in the emergency department will, at the time of registration or as
13 soon as possible following the initiation of services to the patient, determine
14 whether the patient is insured or uninsured. If the patient is uninsured (or if the
15 patient is unable to confirm whether he/she has coverage), after the patient's
16 medical screening exam, the Registrar (or a Financial Counselor) will screen the
17 patient for eligibility for Medicaid or financial assistance as described below.¹
18 Defendants may refer the patient to a Financial Counselor in any practicable
19 manner, such as by providing the patient with a phone number or other contact
20 information. In all instances, Defendants' obligations under the Emergency
21 Medical Treatment & Labor Act ("EMTALA") remain in full force and effect, and
22 EMTALA supersedes and trumps any conflicting provision in this Agreement.
23
24

25

26 ¹ For the sake of clarity, the Registrar or other of Defendants' personnel may perform the
27 duties of a Financial Counselor (and vice versa), and Defendants shall be deemed to be in
28 compliance with this agreement so long as the duties described in this paragraph 26 are performed.

1 b. The Registrar will ask the uninsured patient if he/she would like to be screened for
2 Washington Medicaid or Financial Assistance eligibility.

3 i. If the patient declines to be screened for Financial Assistance, the patient
4 will be asked to pay any applicable deposit. If the patient indicates it is a
5 hardship to pay, the patient may be referred to a Financial Counselor.
6 Defendants may refer the patient to a Financial Counselor in any practicable
7 manner, such as by providing the patient with a phone number or other
8 contact information.

9
10 ii. If the patient agrees to be screened for Washington Medicaid or Financial
11 Assistance eligibility, the Registrar will either perform the
12 screening/eligibility process or refer the patient to the Financial Counseling
13 team to begin the screening/eligibility process. In all instances, however,
14 Defendants will comply first with EMTALA. A note will be left in the
15 patient's account indicating the patient is being screened for Washington
16 Medicaid and/or Financial Assistance, and the patient cannot be asked to
17 pay any deposit, co-pay, deductible, or other fee pending a determination
18 regarding eligibility. The patient will not be asked to pay any deposit, co-
19 pay, deductible, or other fee pending a determination regarding eligibility.
20

21 c. If the uninsured patient wants to be screened for Financial Assistance, that will be
22 noted in the patient's account, and the patient will be informed that a Financial
23 Counselor will follow up with him/her to assist the patient in completing the
24 financial assistance/charity care application process. The patient will also be given
25 contact information for the Financial Counseling team.
26

1 d. The self-pay screening workflow and scripting are documented, so Registrar
2 employees understand the steps to follow.

3
4 21. Class members will give up the right to be a named representative in a class action lawsuit
5 against Defendants.

6 22. Class members will not give up the right to bring an individual lawsuit for monetary
7 damages against Defendants.

8 **RISKS OF CONTINUED LITIGATION**

9
10 23. Taking into account the burdens, uncertainty and risks inherent in this litigation, Plaintiffs’
11 counsel has concluded that further prosecution of this action could be protracted, unduly
12 burdensome, and expensive, and that it is desirable, fair, and beneficial to the class that the
13 action now be fully and finally compromised, settled and terminated in the manner and
14 upon the terms and conditions set forth in the settlement agreement. This is especially true
15 considering that in order to fully prosecute this case through to trial, there would be a great
16 deal of written discovery, more depositions, and competing expert opinions as to the
17 parties’ claims. That said, although counsel for Plaintiffs understand that there are
18 uncertainties associated with complex class action litigation and that no one can predict the
19 outcome of the case, Plaintiffs’ counsel are confident that a class of some configuration
20 would be certified here, should the case proceed.

21
22 24. The named Plaintiffs believe that the claims asserted in the action have merit. However,
23 taking into account the risks of continued litigation, as well as the delays and uncertainties
24 inherent in such litigation, including the risks in any subsequent appeal of significant
25 orders, they believe that it is desirable that the action be fully and finally compromised,
26 settled and terminated now with prejudice, and forever barred pursuant to the terms and
27 conditions set forth in the settlement agreement.
28

1 25. Plaintiffs' counsel has concluded that with the benefits and likely deterrent effects of this
2 class action settlement providing for injunctive relief, and believe the terms and conditions
3 of the settlement agreement are fair, reasonable and adequate to the proposed class, and
4 that it is in the best interests of the proposed class to settle the action.

5 26. I believe the proposed Settlement is fair, adequate and reasonable.

6 **LITIGATION EXPERIENCE**

7 27. Kazerouni Law Group, APC seeks appointment as Class Counsel in this action for
8 settlement purposes. As will be reflected in both my declaration and the declaration to be
9 submitted by my co-counsel, I am informed and believe that Plaintiffs' counsel are
10 qualified and able to conduct this litigation as a class action.

11 28. Since my admission to the California bar in 2007, I have been engaged exclusively in the
12 area of consumer rights litigation, including but not limited to the areas of fair debt
13 collections, the defense of debt collection lawsuits, and class action litigation under the
14 Telephone Consumer Protection Act, California's invasion of privacy statutes, under Penal
15 Code § 630 *et seq.*, and false advertising actions concerning consumer products.

16 29. My firm, Kazerouni Law Group, APC, in which I am a principal, has litigated over 5,000
17 cases in the past ten years. My firm has seven offices in: Orange County, California; San
18 Luis Obispo, California; Phoenix, Arizona; Las Vegas, Nevada; St. George, Utah;
19 Minneapolis, Minnesota, and Dallas, Texas. Kazerouni Law Group, APC has extensive
20 experience in consumer class actions and other complex litigation. My firm has a history of
21 aggressive, successful prosecution of consumer class actions. Approximately 95% percent
22 of my practice concerns consumer litigation in general.
23
24
25
26
27
28

**KAZEROUNI LAW GROUP, APC'S
CONSUMER RELATED EXPERIENCE AND RESULTS**

- 1
2 30. I have filed and litigated numerous consumer class actions over the last several years,
3 including but not limited to the following, which I am or have been personally involved in:
4 a. *Lemieux v. EZ Lube, LLC, et al.*, 12-CV-01791-JLS-WYG (S.D. Cal.) (Served as co-
5 lead counsel; finally approved on December 8, 2014);
6 b. *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG (BLM) (Served
7 as co-lead counsel for a settlement class of borrowers in connection with residential or
8 automotive loans and violations of the TCPA in attempts to collect on those accounts;
9 obtained a common settlement fund in the amount of \$17,100,000; final approval
10 granted in 2013);
11 c. *Conner v. JPMorgan Chase Bank, et al.*, 10-CV-1284 DMS (BGS) (S.D. Cal.) (finally
12 approved \$11,973,558);
13 d. *In Re: Midland Credit Management, Inc., Telephone Consumer Protection Act*
14 *Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Counsel for a Plaintiff in the lead
15 action, prior to the action being recategorized through the multi-district litigation
16 process; finally approved for \$18,000,000);
17 e. *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection Act*
18 *Litigation*, 11-md-02295-JAH (BGS) (Counsel for a Plaintiff in the lead action, prior to
19 the action being recategorized through the multi-district litigation process;
20 preliminarily approved);
21 f. *Arthur v. SLM Corporation*, 10-CV-00198 JLR (W.D. Wash.) (Nationwide settlement
22 achieving the then-largest monetary settlement in the history of the TCPA concerning
23 calls to cellular telephone at the time: \$24.15 million; final approval granted in 2012);
24 g. *Lo v. Oxnard European Motors, LLC, et al.*, 11-CV-1009-JLS-MDD (S.D. Cal.)
25 (Achieving one of the highest per class member payouts in a TCPA action of \$1,331.25
26 per claimant; final approval granted in 2012);
27
28

- 1 h. *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, 10-01777-AJB-NLS (S.D. Cal.)
2 (Approved as co-lead counsel and worked to obtain a national TCPA class settlement
3 where claiming class members each received payment in the amount of \$70.00 per
4 claimant; final approval granted in 2013);
- 5 i. *Barani v. Wells Fargo Bank, N.A.*, 12-CV-02999-GPC (KSC) (S.D. Cal.) (Co-lead
6 class counsel in a settlement under the TCPA for the sending of unauthorized text
7 messages to non-account holders in connection to wire transfers; finally approved on
8 March 6, 2015 for over \$1,000,000);
- 9 j. *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D. Cal.) (Finally
10 approved for \$39,975,000);
- 11 k. *Martin v. Wells Fargo Bank, N.A.*, 12-CV-06030-SI (N.D. Cal.);
- 12 l. *Heinrichs v. Wells Fargo Bank, N.A.*, 13-CV-05434-WHA (N.D. Cal.);
- 13 m. *Newman v. ER Solutions, Inc.*, 11-CV-0592H (BGS);
- 14 n. *In Re Jiffy Lube International, Inc.*, MDL No. 2261 (Finally approved for
15 \$47,000,000.00);
- 16 o. *Jaber v. NASCAR*, 11-CV-1783 DMS (WVG) (S.D. Cal.);
- 17 p. *Ridley v. Union Bank, N.A.*, 11-CV-1773 DMS (NLS) (S.D. Cal.);
- 18 q. *Ryabyshchuk v. Citibank (South Dakota) N.A., et al*, 11-CV-1236-IEG (WVG);
- 19 r. *Sherman v. Kaiser Foundation Health Plan, Inc.*, 13-CV-0981-JAH (JMA) (S.D. Cal.)
20 (Settled for \$5,350,000 and finally approved on May 12, 2015; served as co-lead
21 counsel);
- 22 s. *Rivera v. Nuvel Credit Company LLC*, 13-CV-00164-TJH-OP (E.D. Cal.);
- 23 t. *Karayan v. Gamestop Corp.*, 3:12-CV-01555-P (N.D. Texas);
- 24 u. *Foote v. Credit One Bank, N.A. et al.*, 13-cv-00512-MWF-PLA (C.D. Cal.);
- 25 v. *Webb v. Healthcare Revenue Recovery Group*, 13-cv-00737-RS (N.D. Cal.);
- 26 w. *Couser v. Comenity Bank*, 12-cv-02484-MMA-BGS (S.D. Cal. Oc. 2, 2014) (Finally
27 approved for \$8,475,000 on May 27, 2015 as served as co-lead counsel);
- 28

- 1 x. *Couser v. Apria Healthcare, Inc. et al.*, 13-cv-00035-JVS-RNB (C.D. Cal. Oct. 27,
2 2014) (Finally approved on March 9, 2015 and served as co-lead counsel);
- 3 y. *Rose v. Bank of America Corporation et al.*, 12-cv-04009-EJD (N.D. Cal.) (Finally
4 approved for \$32,000,000 in 2014);
- 5 z. *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM (S.D. Cal.)
6 (finally approving TCPA settlement for over \$6,500,000 on March 28, 2016);
- 7 aa. *Fox v. Asset Acceptance, LLC*, 14-cv-00734-GW-FFM (C.D. Cal. July 1, 2016) (finally
8 approved TCPA class action for \$1,000,000; \$200,000 cash and \$800,000 debt relief);
- 9 bb. *Barrett v. Wesley Financial Group, LLC*, 13-cv-00554-LAB-KSC (S.D. Cal.) (Class
10 certification granted); and,
- 11 cc. *Gehrich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (finally approved for
12 \$34,000,000);
- 13 dd. *Macias v. Water & Power Community Credit Union*, BC515936 (Los Angeles Superior
14 Court) (Class certification granted under the Rosenthal Fair Debt Collection Practices
15 Act; class action settlement finally approved on April 21, 2016);
- 16 ee. *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016) (finally
17 approved settlement in unlawful auto-renewal action);
- 18 ff. *Stemple v. QC Holdings, Inc.*, 12-cv-01997-BAS-WVG (S.D. Cal. Nov. 7, 2016)
19 (finally approved for \$1,500,000); and,
- 20 gg. *Abdeljalil v. GE Capital Retail Bank*, 12-cv-02078-JAH-MDD (S.D. Cal.) (Class
21 Certification granted and finally approved for \$7,000,000);
- 22 hh. *Hooker v. Sirius XM Radio Inc.*, 4:13-cv-00003-AWA-LRL (E.D.Va. December 22,
23 2016) (Served as co-lead counsel in finally approved TCPA class action settlement
24 with a monetary fund of \$35,000,000); and
- 25 ii. *Medeiros v. HSBC Card Services, Inc. et al.*, 2017 U.S. LEXIS 178484 (C.D.Cal. Oct.
26 23, 2017) (finally approved CIPA class action settlement for \$13,000,000).
- 27
28

- 1 *jj. Knell, et al. v. FIA Card Services, N.A.*, 13-CV-01653-AJB-WVG (S.D. Cal.)
2 (California class action settlement under Penal Code 632, *et seq.*, for claims of invasion
3 of privacy. Settlement resulted in a common fund in the amount of \$2,750,000; finally
4 approved in August 15, 2014);
- 5 *kk. Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB (S.D. Cal.)
6 (California class action settlement under Penal Code 632, *et seq.*, for claims of invasion
7 of privacy. Settlement resulted in a common fund in the amount of \$2,600,000; finally
8 approved on November 6, 2014 and served as co-lead counsel);
- 9 *ll. Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles) (finally approved
10 for \$5,600,000 in action under Cal. Pen. Code § 630, *et seq.*);
- 11 *mm. Zaw v. Nelnet Business Solutions, Inc. et al.*, No. 13-cv-05788-RS (N.D. Cal.) (finally
12 approved in 2014 for \$1,188,110 in action under Cal. Pen. Code § 630, *et seq.*);
- 13 *nn. Ronquillo-Griffin v. Telus Communications, Inc. et al.*, 3:17-cv-00129-JM-MLB (S.D.
14 Cal.);
- 15 *oo. Foote v. Credit One Bank, LLC*, 2:13-cv-08605-MWF-PLA (C.D.Cal.);
- 16 *pp. Olney v. Job.com, Inc. et al.*, 13-cv-02004-AWI-SAB (E.D.Cal.);
- 17 *qq. Bohkle v. U.S. Bank, N.A.*, 12-cv-09247-RGK-E (C.D.Cal.);
- 18 *rr. Dake v. Receivables Performance Management, LLC*, 5:12-cv-01680-VAP-SP
19 (C.D.Cal.);
- 20 *ss. Garcia v. Earthlink, Inc.*, 3:12-CV-01129-DMS-BLM (S.D.Cal.);
- 21 *tt. Montegna v. Portfolio Recovery Associates, LLC*, 3:12-cv-00764-MMA-BGS
22 (S.D.Cal.);
- 23 *uu. Medeiros v. HSBC Card Services, Inc. et al.*, 2017 U.S. LEXIS 178484 (C.D.Cal. Oct.
24 23, 2017);
- 25 *vv. Caldera v. Am. Med. Collection Agency*, 2017 U.S. Dist. LEXIS 99239 (C.D. Cal. June
26 27, 2017) (Order certifying nationwide TCPA class action);
- 27
28

1 ww. *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 109 (Sup. Ct. San
2 Luis Obispo) (RFDCPA class action finally approved on October 30, 2017);
3 xx. *Moreno-Peralta v. TRS Recovery Services, Inc.*, 2017 Cal. Super. LEXIS 548 (Sup. Ct.
4 San Luis Obispo Oct. 10, 2017) (RFDCPA class action preliminarily approved);
5 yy. *Luster v. Wells Fargo Dealer Services, Inc.*, 15-cv-1058 (TWT) (N.D. Ga. November
6 8, 2017) (TCPA class action finally approved in the amount of \$14,834,058.00);
7 zz. *McPolin v. Credit Service of Logan*, 16-cv-116 BSJ (Utah District Court) (FDCPA
8 class action with consumers to each receive \$1,428.57, debt relief, and tradeline
9 deletion finally approved on November 9, 2017).
10 aaa. *Reid v. I.C. System, Inc.*, 2017 U.S. Dist. LEXIS 43770 (D.Ariz. March 24, 2017)
11 (TCPA class actions finally approved in the amount of \$3,500,000);
12 bbb. *Couser v. Dish One Satellite, LLC*, 5:15-cv-02218-CBM-DTB (C.D. Cal. November
13 21, 2017) (TCPA class action finally approved in the amount of \$935,000).
14 ccc. *Ahmed v. HSBC Bank USA, N.A.*, 5:15-cv-02057 (C.D. Cal. 2015) (TCPA class
15 settlement for \$2,400,000).
16 ddd. *Swigart v. Parcel Pending*, 3:18-cv-2238-BEN-WVG, 2020 U.S. Dist. LEXIS 23444
17 (S.D. Cal 2020).

18 31. The outstanding results mentioned above are a direct result of the diligence and tenacity
19 shown by Kazerouni Law Group, APC and myself, in successfully prosecuting complex
20 class actions.

21 32. In 2014, I argued before the Ninth Circuit Court of Appeals in the case of *Knutson v.*
22 *Sirius XM Radio*, No. 12-56120 (9th Cir. 2014) as co-lead counsel, which resulted in an
23 order in favor of my client.

24 33. On December 6, 2016, I argued before the Ninth Circuit Court of Appeals in the case of
25 *Marks v. Crunch San Diego, LLC*, No. 14-56834. A decision is pending.

26 34. In April of 2017, I argued before the Ninth Circuit Court of Appeals in the case of
27 *Afewerki v. Anaya Law Group, et al.*, No. 15-56510.

28

1 35. On May 15, 2019, I argued before the Ninth Circuit Court of Appeals in the case of
2 *Afewerki v. Anaya Law Group*, 2019. U.S. App. LEXIS 18777 (9th Cir. 2019), which
3 resulted in an order in favor of my client.

4 **ADDITIONAL RELEVANT TRAINING,**
5 **SPEAKING/TEACHING ENGAGEMENTS AND ASSOCIATIONS**

6 36. I am an adjunct professor at California Western School of Law where I teach a three-credit
7 course in consumer law.

8 37. I have undergone extensive training in the area of consumer law and the Telephone
9 Consumer Protection Act. The following is a list of recent training conferences I attended:

- 10 a. Four-day National Consumer Law Center Conference; Nashville, TN –2008;
11 b. Three-day National Consumer Law Center Conference; Portland, OR -2008;
12 c. Three-day National Consumer Law Center Conference; San Diego, CA - 2009;
13 d. Three-day National Consumer Law Center Conference; Seattle, WA -2011;
14 e. National Consumer Law Center Conference in 2013;
15 f. National Consumer Law Center Conference in 2014;
16 g. National Consumer Law Center Conference in 2015;
17 h. National Consumer Law Center Conference in 2016;
18 i. Three-day CAALA Conference; Las Vegas, NV – 2009;
19 j. Three-day CAALA Conference; Las Vegas, NV – 2013;
20 k. Three-day CAALA Conference; Las Vegas, NV – 2015;
21 l. Three-day CAALA Conference; Las Vegas, NV – 2016;
22 m. Three-day COAC Conference – 2014 and 2015
23 n. Speaker ABA National Conference, Business Litigation Section; Trends in Consumer
24 Litigation; San Francisco, CA – 2013;
25 o. Speaker at the ABA TCPA National Webinar (Consumer Protection, Privacy &
26 Information Security, Private Advertising Litigation, and Media & Technology
27 Committees) – September 2013;
28

- 1 p. Spoke at the 2014 ACA Conference in November 2014;
- 2 q. Speaker at ACI Conference in Dallas, TX in September of 2016 concerning The
- 3 Borrower's Perspective: Insight From The Plaintiffs' Bar and Consumer Advocates;
- 4 r. Speaker on TCPA panel in September of 2016 at the Annual Consumer Financial
- 5 Services Conference;
- 6 s. Spoke at the 2016 CAOC Conference in November of 2016;
- 7 t. Presented at the 2017 CAOC seminar in Palm Springs, CA;
- 8 and
- 9 u. Speaker at national webinar on June 7, 2017 for the CAOC, entitled, Understanding the
- 10 Fair Debt Collection Practices Act.

11 38. As one of the main plaintiff litigators of consumer rights cases in the Central District of
12 California, I have been requested to and have made regular presentations to community
13 organizations regarding debt collection laws and consumer rights. These organizations
14 include Whittier Law School, Iranian American Bar Association, Trinity School of Law,
15 Chapman Law School, University of California, Irvine, and California Western School of
16 Law.

17 39. I was the principle anchor on Time Television Broadcasting every Thursday night as an
18 expert on consumer law generally, and the TCPA specifically, between 2012 and 2013.

19 40. I lectured in Class Action Trends at the CAOC 2015 Conference in San Francisco.

20 41. I lectured on the TCPA before the ABA Business Law Section, Consumer Financial
21 Services Committee in January 2016 at an event in Utah entitled, "Impact of the FCC's
22 2015 Rulings on TCPA Litigation."

23 42. I was a speaker at the The Knowledge Group's national webinar in 2016 on the impact of
24 the Federal Communications Commission's 2015 ruling on the TCPA.

25 43. I was named Rising Star by San Diego Daily Tribune in 2012, and Rising Star in Super
26
27
28

1 Lawyers Magazine in 2013, 2014 and 2015. I was named a Super Lawyer by Super
2 Lawyers Magazine in 2016 and 2017.

3 44. I was selected for membership into The National Trial Lawyers: Top 40 Under 40 in
4 2016.

5 45. In January of 2016, I spoke on the impact of the Federal Communications Commission's
6 2015 Declaratory Ruling on TCPA litigation at the ABA National Convention in Salt
7 Lake City, Utah.

8 46. In May of 2016, I spoke on Class Action Trends at the CAOC seminar in Palm Springs,
9 California.

10 47. I lectured on the TCPA before the ABA Business Law Section, Consumer Financial
11 Services Committee in January 2016 at an event in Utah entitled, "Impact of the FCC's
12 2015 Rulings on TCPA Litigation."

13 48. In 2016, I wrote an article entitled "Finding a Balance" that was published in the Nutrition
14 Business Journal, concerning a lawsuit filed under the Racketeer Influenced and Corrupt
15 Organization Act.

16 49. I was published in the Daily Journal in September of 2016, with the title, "The FDCPA:
17 The Forgotten Statute."

18 50. I am often called upon to give legal analysis on popular television and radio shows such
19 as Dr. Drew Midday Live and Fox 5.

20 51. In March of 2016, I moderated the Judges Panel on Class Action Trends and Federal
21 Litigation Trends at the NCLC Conference.

22 52. I spoke on privacy rights on a panel before the California State Bar Convention in 2016.

23 53. I spoke at the 22nd National Forum on Residential Mortgage Litigation & Regulatory
24 Enforcement conference on January 22, 2017.
25
26
27
28

1 54. Speaker at the Western Trial Lawyers Association conference on Class Action Trends in
2 2017, held in Steamboat Springs, Colorado.

3 55. Speaker at Consumer Attorneys of California 2017 seminar on hot litigation topics at
4 Lake Tahoe, Nevada.

5 56. I wrote an article entitled, *Collateral Damage, Beyond the personal injury: When*
6 *creditors and collection agencies stalk your client*, published in the September 2017
7 edition of Plaintiff magazine.

8 57. Speaker at National Webinar by the ABA Consumer Financial Services Committee on
9 TCPA Update – “The D.C. Circuit’s TCPA Decision on the FCC Ruling, held on March
10 22, 2018.

11 58. Spoke at 2018 Inland Empire CAOC Convention on “Class Action Hot Topics” - May
12 2018.

13 59. I spoke on the FDCPA at National Consumer Law Center’s National Convention in Las
14 Vegas in March, 2019.

15 60. Presented at Mass Torts Made Perfect on Modern Trends in the TCPA in April of 2019.

16 61. I am a member in good standing of the following local and national associations:

- 17 a. Consumer Attorneys Association of Los Angeles;
- 18 b. The Orange County Bar Association;
- 19 c. The Federal Bar Association;
- 20 d. National Consumer Law Center;
- 21 e. American Association for Justice;
- 22 f. Twice served as former President of the Orange County Chapter of the Iranian
23 American Bar Association;
- 24 g. Member in good standing of National Association of Consumer Advocates;
- 25 h. Consumer Attorneys of California;
- 26
- 27
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

i. Member of the Leading Forum of the American Association of Justice.

62. In addition to my class action experience, I have experience in commercial litigation and large-scale products liability litigation including a \$2.5 million-dollar settlement in *Mei Lu Hwei, et al v. American Honda Motor Co., Inc., et al.* BC401211 (Los Angeles Superior Court). I have regularly litigated cases in state and federal courts, and have reached numerous confidential seven-figure settlements against internationally known companies.

EXHIBITS

- 63. Attached as **Exhibit A** is a true and correct copy of the Long Form Notice.
- 64. Attached as **Exhibit B** is a true and correct copy of Settlement Agreement between the parties.
- 65. Attached as **Exhibit C** is a true and correct copy of the draft banner advertisement that will be used for notice to class members.

I declare under penalty of perjury under the laws of Washington and the United States of America that the foregoing is true and correct, and that this declaration was executed on July 17, 2020.

Respectfully submitted,

Kazerouni Law Group

Date: July 17, 2020

s/ Abbas Kazerounian
Abbas Kazerounian
Attorneys for Plaintiff