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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 Ryan L. McBride in  
 Support of Plaintiff's Motion for  
 Preliminary Approval of Proposed  
 Class Action Settlement**

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 19 **I, RYAN L. MCBRIDE, 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 2014, the State Bar of  
 23 Washington in 2016, 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, Arizona,  
 25 New York, New Jersey, Florida, Georgia, Louisiana, and Utah. I am admitted in every  
 26 federal district in Washington and have handled federal litigation in the federal districts of  
 27  
 28

1 Washington. I am also admitted to the state bar of California, Arizona, Washington, Utah,  
2 and Florida.

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

12  
13 **FACTUAL & PROCEDURAL BACKGROUND**

- 14 6. It is my understanding that Defendants provide health services including emergency  
15 services to patients in the State of Washington.
- 16 7. On February 20, 2018, a putative class action complaint relating to Defendants' alleged  
17 failure to provide Plaintiffs and putative class members notice of the availability of charity  
18 care, captioned *Nathan Hofstader, individually and on behalf of others similarly situated v.*  
19 *Emergency Physician Services, P.S., Providence Holy Family Hospital and Providence*  
20 *Health and Services*, U.S. District Court, E.D. Washington Case No. 2:18-cv-00062-SMJ  
21 was filed in the United States District Court for the Eastern District of Washington. I am  
22 one of the attorneys for Plaintiffs in the case.
- 23 8. Subsequently, Plaintiff amended the complaint to include Plaintiff Richard Cerenzia who  
24 also alleged Defendants failed to provide him notice of the availability of charity care.  
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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.<sup>1</sup>  
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  
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25 \_\_\_\_\_  
26 <sup>1</sup> For the sake of clarity, the Registrar or other of Defendants' personnel may  
27 perform the duties of a Financial Counselor (and vice versa), and Defendants shall  
28 be deemed to be in 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.  
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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 2014, 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, Fair Debt Collection Practices Act, Fair Credit  
15 Reporting Act, California's invasion of privacy statutes, and consumer fraud issues.

16 29. My firm, Kazerouni Law Group, APC, has litigated over 5,000 cases in the past ten years.  
17 My firm has seven offices in: Orange County, California; San Luis Obispo, California;  
18 Phoenix, Arizona; Las Vegas, Nevada; St. George, Utah; Minneapolis, Minnesota, and  
19 Dallas, Texas. Kazerouni Law Group, APC has extensive experience in consumer class  
20 actions and other complex litigation. My firm has a history of aggressive, successful  
21 prosecution of consumer class actions. Approximately 95% percent of my practice  
22 concerns consumer litigation in general.  
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**KAZEROUNI LAW GROUP, APC'S  
CONSUMER RELATED EXPERIENCE AND RESULTS**

1  
2 30. My firm has filed and litigated numerous consumer class actions over the last several  
3 years, including but not limited to the following:

- 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);
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- 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);

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

17 32. I have personally been appointed as class counsel in the following cases since becoming  
18 licensed:

19 a. *Pastor v. Bank of America*, 3:15-cv-03831-MEJ (N.D. Ca. 2015) (FCRA class  
20 finally approved in the amount of \$1,645,000)

21 b. *Morrison v. Express Recovery Services, Inc. d/b/a Clear Management Solutions,*  
22 *Inc.*, 1:17-cv-00051-CW (D. Ut. 2017) (FDCPA class preliminarily approved).

23 **ADDITIONAL RELEVANT TRAINING,  
24 SPEAKING/TEACHING ENGAGEMENTS AND ASSOCIATIONS**

25 33. I practice law full time as a private consumer rights plaintiff's attorney and am the  
26 Managing Associate Attorney at Kazerouni Law Group in Arizona.

1 34. My primary responsibilities include managing the Arizona and Utah offices, which  
2 includes handling cases and attorney responsibilities within those two states.

3 35. I regularly manage and supervise other associates and staff within our firm, assigning  
4 projects and giving advice.

5 36. I was primarily responsible for opening our office in Phoenix, Arizona, and developing this  
6 location's caseload in 2015.

7 37. I have worked for this firm for over four years and as an attorney since 2014.

8 38. I have undergone extensive training in the area of the fair debt collection practices. The  
9 following is a list of recent training conferences:

- 10 a. Three-day National Consumer Law Center: Fair Credit Reporting Act Training  
11 Conference, in Las Vegas, NV - May 2015;
- 12 b. Four-day National Consumer Law Center Conference; San Antonio, TX –  
13 November, 2015;
- 14 c. Three-day Mass Torts Made Perfect Conference; Las Vegas, Nevada – April 2019.
- 15 d. Three-day Fair Credit Reporting Act Conference; Long Beach, CA – May 2019.

16 **EXHIBITS**

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18 33. Attached as **Exhibit A** is a true and correct copy of the Long Form Notice.

19 34. Attached as **Exhibit B** is a true and correct copy of Settlement Agreement between the  
20 parties.

21 35. Attached as **Exhibit C** is a true and correct copy of the draft banner advertisement that will  
22 be used for notice to class members.

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1 I declare under penalty of perjury under the laws of Washington and the United States of  
2 America that the foregoing is true and correct, and that this declaration was executed on July 17,  
3 2020.

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Respectfully submitted,

**Kazerouni Law Group**

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8

Date: July 17, 2020

s/ Ryan L. McBride  
Ryan L. McBride  
Attorneys for Plaintiff

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