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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

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11 *Attorneys for Plaintiff,*
12 Jennifer Goodwin

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES – UNLIMITED CIVIL**

15 Jennifer Goodwin, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 K M P Enterprises d/b/a Powell Electric,

20 Defendant.

Case No.: 20STCV18428

21 **DECLARATION OF ABBAS**
22 **KAZEROUNIAN IN SUPPORT OF**
23 **PLAINTIFF’S MOTION FOR**
24 **ATTORNEY’S FEES, COSTS AND**
25 **SERVICE AWARD**

Date: January 16, 2024

Time: 10:00 a.m.

Department: 14

Judge: Hon. Kenneth R. Freeman

Complaint Filed: May 14, 2020

25 **I, ABBAS KAZEROUNIAN, declare:**

26 1. I am one of the attorneys for the Plaintiff in this action, Jennifer Goodwin (“Plaintiff”)
27 against Defendant K M P Enterprises d/b/a Powell Electric (“Powell Electric” or “Defendant”).

1 2. I was admitted to the State Bar of California in 2007 and have been a member in good
2 standing ever since that time. I have litigated cases in both state and federal courts in California,
3 Washington, Nevada, Arizona, Arkansas, New York, New Jersey, New Hampshire, Colorado,
4 Tennessee, Ohio, Florida, Illinois, Nebraska, Virginia, Minnesota and Texas. I am admitted in
5 every federal district in California and have handled federal litigation in the federal districts of
6 California. I am also admitted to the state bars of Texas, Illinois, Colorado, New York,
7 Washington, Michigan, District of Columbia, the Ninth Circuit Court of Appeals, the Eighth
8 Circuit Court of Appeals, the Eleventh Circuit Court of Appeals, and the Supreme Court of the
9 United States.

10 3. If called as a witness, I would competently testify to the matters herein from personal
11 knowledge. The declaration is based upon my personal knowledge, except where expressly noted
12 otherwise.

13 4. I submit this declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs and
14 Service Award.

15 5. I am a founding partner at Kazerouni Law Group, APC.

16 6. I have worked on this action since its inception.

17 7. I was one of the attorneys for Plaintiff who participated in a private mediation before Hon.
18 Jay C. Gandhi (Ret.) of JAMS on January 21, 2022, via zoom, which resulted in settlement on a
19 class basis, in principle, and which continued to be negotiated over a period of a few months.

20 8. I have been preliminarily approved as Settlement Class Counsel for this action.

21 9. In my opinion, the requested award of attorneys' fees of \$570,000 (representing 30% of the
22 Common Fund of \$1,900,000), and costs of \$17,440.77 so far, is fair and reasonable in this risky
23 action taken by my firm on a contingency fee basis for which no costs have been reimbursed to
24 date.

25 **COUNSEL LODESTAR**

26 10. From April 2020 to the present, I have incurred approximately 30.3 hours in the course of
27 this litigation against Defendant. All hours were logged contemporaneously in the normal course
28

1 of business. I have been involved in major aspects of the case, including but not limited to attending
2 the virtual mediation and motion practice. I have spent approximately 2.6 hours on
3 Communications with co-counsel, approximately 0.6 hours on Communications with opposing
4 counsel, approximately 4.3 hours on Communications (other), approximately 9.4 hours on Motion
5 Practice, approximately 5.7 on Investigations, approximately 0.6 hours on Pleadings,
6 approximately 0.5 hours on Miscellaneous tasks, and approximately 6.6 hours on
7 Mediation/Settlement.

8 11. I anticipate incurring at least 19 hours of additional time to work on a motion for final
9 approval of the class action settlement and through the fairness hearing scheduled for January 16,
10 2024, for a total of 49.3 hours.

11 12. Based on my extensive experience litigating consumer class actions as detailed below, I
12 believe my proposed hourly rate of \$825 for this litigation is fair and reasonable, in light of my
13 extensive experience since 2007, combined with my prior fee approval rates.

14 13. I was approved for the requested hourly rate of \$795 in the finally approved class action
15 settlement in *Kolar v. CSI Financial Services, LLC d/b/a ClearBalance*, Case No. 37-2021-
16 00030426-CU-NP-CTL (Sup. Ct. San Diego, Jan. 20, 2023). Before that, I was approved for an
17 hourly rate of \$755 in the finally approved class action settlement in *R.O. et al. v. Rady Children's*
18 *Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (Sup. Ct. San Diego, California May
19 10, 2022). In *Hinkle v. Sports Research Corp.*, No. 37-2020-00001422-CU-NP-NC (Sup. Ct. San
20 Diego), I was approved for an hourly rate of \$730 in the class action settlement. I was approved
21 for an hourly rate of \$705 in the matter of *Ronquillo-Griffin v. TransUnion Rental Screening Sols.,*
22 *Inc.*, No. 17cv129-JM (BLM), 2019 U.S. Dist. LEXIS 79021 (S.D. Cal. May 9, 2019) in a CIPA
23 action filed on January 14, 2017. Before that, on January 22, 2019, I was approved for an hourly
24 rate of \$695 in *Santana v. Rady Children's Hospital – San Diego*, Case No. 37-2014-00022411-
25 CU-MT-CTL (San Diego County Superior Court, Jan. 2019). Further, before that I was approved
26 for an hourly rate of \$675 in *Ayala v. TriplePulse Inc.*, 2018 Cal. Super. LEXIS 3242, *4 (Los
27 Angeles County Superior Court, Nov. 13, 2018).

1 14. At this rate of \$825, and with the hours incurred above, including a reasonable estimate of
2 additional hours, my lodestar is \$40,672.50 for this action.

3 15. I work almost exclusively on a contingency fee basis. My firm has not been paid anything
4 for our time in working on this matter on a contingency fee basis.

5 16. Upon request by the Court, I am willing to provide detailed time records for time incurred
6 in this action.

7 17. A current associate attorney at my firm, Gustavo Ponce, logged 1.5 hours on this case, at
8 a rate of \$200 per hours, for a lodestar of \$300. Specifically, Mr. Ponce spent 1.5 hours on motion
9 practice, relating to review of the Spanish translation drafts of the class notices. Mr. Ponce
10 generally works on consumer cases, including some class actions. He was admitted to the
11 California Bar in April of 2022.

12 18. A former associate attorney who worked firm, Nicholas Barthel, logged 0.8 hours on this
13 case, at a rate of \$200 per hours, for a lodestar of \$160. Specifically, Mr. Barthel spent 0.2 hours
14 on the pleading, 0.2 hours on document review, and 0.4 hours on administrative tasks. At the time,
15 Mr. Barthel worked on consumer cases, including class actions. He was admitted to the California
16 Bar in December of 2017.

17 19. I understand that other attorneys at the firm incurred substantial time working on this
18 action, which is reflected in the accompanying detailed declarations from Jason A. Ibey, Pamela
19 Prescott, and Gil Melili.

20 **SUPPORT STAFF LODESTAR**

21 20. Support staff at my firm also incurred time working on this action through September 26,
22 2023.

23 21. A former legal secretary, Ellen Ibey, logged 55.4 hours. Specifically, Ms. Ibey spent 5.5
24 hours assisting with motion practice, including review and proofreading of documents; 24.8 hours
25 on various administrative tasks such as checking the Registrar of Actions, checking filing status
26 of e-filed submissions, calendaring dates and deadlines, adding citations to documents, and adding
27 documents to the file; and 25.1 on miscellaneous tasks such as serving documents, proofreading

1 documents, contacting the clerk, downloading documents, preparing documents, and proofreading
2 documents. At a billing rate of \$75 per hour, her lodestar is \$4,155 for this matter.

3 22. A former paralegal, Emily Torromeo, logged 6.8 hours. Specifically, Ms. Torromeo spent
4 0.6 hours on communications (other); 1.5 hours on miscellaneous tasks; 1.1 hours assisting with
5 pleadings; 0.2 hours on document review; and 3.4 hours on administrative tasks. At a billing rate
6 of \$150 per hour, her lodestar is \$1,020 for this matter.

7 23. A former paralegal, Zeyra Ceballos, logged 4 hours. Specifically, Ms. Ceballos spent 1.8
8 hours on document review, and 2.2 hours on administrative tasks. At a billing rate of \$150 per
9 hour, her lodestar is \$600 for this matter.

10 24. A former paralegal, Brianna Pasillas, logged 1.1 hours on administrative tasks. At a billing
11 rate of \$150 per hour, her lodestar is \$165 for this matter.

12 25. A former paralegal, Jessica Tizon, logged 0.2 hours on administrative tasks. At a billing
13 rate of \$150 per hour, her lodestar is \$30 for this matter.

14 26. A current paralegal, Abby Lapra, has logged 3.2 hours on administrative tasks. At a billing
15 rate of \$150 per hour, her lodestar is \$480 for this matter.

16 27. A former clerk, Said Meza, logged 0.2 hours on administrative tasks. At a billing rate of
17 \$75 per hour, her lodestar is \$15 for this matter.

18 28. A current clerk, Kandace Birch, logged 1.8 hours on administrative tasks. At a billing rate
19 of \$150 per hour, her lodestar is \$270 for this matter.

20 29. A former receptionist, Brianna Rodriguez, logged 0.8 hours in administrative tasks. At a
21 billing rate of \$150 per hour, her lodestar is \$120 for this matter.

22 30. Thus, the lodestar for such support staff, of 73.5 hours, is \$6,855, as of September 27,
23 2023.

24 **COUNSEL'S EXPENSES**

25 31. As of September 26, 2023, my firm has incurred costs of \$17,440.77. Such costs are fully
26 documented and I believe reasonably incurred. Of these costs, \$12,450 was incurred for mediation
27

1 fees invoiced by JAMS. A true and correct record of these expenses incurred for this matter is
2 attached hereto as **Exhibit 1**.

3 32. My firm anticipates incurring additional costs for filing a motion for final approval of a
4 class action settlement and in preparing for the Final Approval Hearing.

5 **CLASS COUNSEL’S EXPERIENCE**

6 33. Since my admission to the California bar in 2007, I have been engaged exclusively in the
7 area of consumer rights litigation, including but not limited to the areas of fair debt collections, the
8 defense of debt collection lawsuits, and class action litigation under a myriad of theories and
9 consumer protection statutes, including but not limited to California’s Invasion of Privacy Act
10 under Penal Code § 630 *et seq.*, the Telephone Consumer Protection Act, false advertising actions
11 concerning consumer products, and Unfair Competition Law to mention a few.

12 34. My firm, Kazerouni Law Group, APC, in which I am a principal, has litigated over 10,000
13 cases in the past sixteen years.

14 35. My firm has several offices in California, such as San Diego and Costa Mesa, as well as in
15 other states, including Phoenix, Arizona; Las Vegas, Nevada; St. George, Utah; Dallas, Texas;
16 Minneapolis, Minnesota; and New York and New Jersey.

17 36. Kazerouni Law Group, APC has a history of aggressive, successful prosecution of
18 consumer class actions. Approximately 95% of my practice concerns consumer litigation in
19 general.

20 **KAZEROUNI LAW GROUP, APC’S**

21 **CONSUMER RELATED EXPERIENCE AND RESULTS**

22 37. I served as co-class counsel finally approved data breach settlement in *Cotter v. Checkers*
23 *Drive-In Restaurants, Inc.*, 8:19-cv-01386-VMC-CPT (M.D. Fl. June 20, 2020).

24 38. In 2019, I was appointed co-lead counsel in a securities class action in *Jiao v. Merrill Lynch*
25 *Pierce Fenner & Smith, Inc. et al.*, No. 3:17-cv-00409-L-MMD (S.D. Cal.).

26 39. I have filed and litigated numerous consumer class actions over the last several years,
27 including but not limited to the following, which I am or have been personally involved in:

- 1 a. *Barbano v. JPMorgan Chase Bank, N.A.*, 2021 U.S. Dist. LEXIS 204354 (C.D. Cal.
- 2 2021) (Real Estate Settlement Procedures Act (“RESPA”) class finally approved);
- 3 b. *Burt v. Bd. of Trs. of the Univ. of R.I.*, No. 20-465-JJM-LDA, 2021 U.S. Dist. LEXIS
- 4 42059 (D.R.I. Mar. 4, 2021) (denying in part and granting in part motion to dismiss
- 5 breach of contract claims involving putative class action for refund as a result of
- 6 campus closure due to COVID-19);
- 7 c. *Ronquillo-Griffin v. TransUnion Rental Screening Solutions, Inc. et al.*, No. 3:17-
- 8 cv-00129-JM-BLM (S.D.Cal. May 9, 2019) (co-lead counsel in finally approving
- 9 class action settlement involving claims under Cal. Pen. Code § 630, *et seq.*);
- 10 d. *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020 U.S. Dist.
- 11 LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying defendant’s motion to dismiss
- 12 and motion to compel arbitration of TCPA case after an evidentiary hearing);
- 13 e. *Holt v. Foodstate, Inc.*, No. 1:17-cv-00637-LM, 2020 U.S. Dist. LEXIS 7265
- 14 (D.N.H. Jan. 16, 2020) (finally approving class action settlement for alleged false
- 15 advertising of consumable product, \$2,100,000, with Abbas Kazerounian and Jason
- 16 Ibey as co-lead class counsel);
- 17 f. *Delisle v. Speedy Cash*, No. 3:18-CV-2042-GPC-RBB, 2019 U.S. Dist. LEXIS
- 18 96981 (S.D. Cal. June 10, 2019) (denying defendant’s motion to compel arbitration
- 19 of claims for allegedly charging excessive APR; remanded on appeal to consider
- 20 intervening law, decision pending; I was co-lead counsel);
- 21 g. *Oxina v. Lands’ End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal. 2016) (co-lead
- 22 counsel in finally approved settlement under California Made in the USA statute);
- 23 h. *Barrow v. JPMorgan Chase Bank, N.A.*, 1:16-cv-03577-AT (N.D. Ga) (co-lead
- 24 counsel in finally approved TCPA class settlement for \$2,250,000);
- 25 i. *Barani v. Wells Fargo Bank, N.A.*, 12-CV-02999-GPC (KSC) (S.D. Cal.) (Co-lead
- 26 class counsel in a settlement under the TCPA for the sending of unauthorized text
- 27
- 28

1 messages to non-account holders in connection to wire transfers; finally approved
2 on March 6, 2015 for over \$1,000,000);

3 j. *Kline v. Dymatize Enters., LLC*, No. 15-CV-2348-AJB-RBB, 2016 U.S. Dist.
4 LEXIS 142774, at *16 (S.D. Cal. Oct. 13, 2016) (co-lead counsel in finally approved
5 class action settlement regarding slack fill claim);

6 k. *Maxin v. RHG & Company, Inc.*, 2017 U.S. Dist. LEXIS 27374 (S.D. Cal. February
7 27, 2017) (co-lead counsel in finally approved class action settlement for \$900,000);

8 l. *Scheuerman v. Vitamin Shoppe Industries, Inc.*, BC592773 (Los Angeles Superior
9 Court) (co-lead counsel in finally approved class action settlement for up to
10 \$638,384);

11 m. *Fishman v. Subway Franchisee Advert. Fund Tr., Ltd.*, No. 2:19-cv-02444-ODW
12 (ASx), 2019 U.S. Dist. LEXIS 200710 (C.D. Cal. Nov. 18, 2019) (co-lead counsel;
13 obtained order denying a defendant’s motion to dismiss case for lack of personal
14 jurisdiction where jurisdiction as based on an agency relationship);

15 n. *Meza v. Sirius XM Radio Inc.*, No. 17-cv-02252-AJB-JMA (S.D. Cal. February 25,
16 2020) (obtained order denying the defendant’s motion to strike class allegations and
17 motion to dismiss complaint where defendant challenge the constitutionality of the
18 TCPA);

19 o. *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG (BLM)
20 (Served as co-lead counsel for a settlement class of borrowers in connection with
21 residential or automotive loans and violations of the TCPA in attempts to collect on
22 those accounts; obtained a common settlement fund in the amount of \$17,100,000;
23 final approval granted in 2013);

24 p. *Conner v. JPMorgan Chase Bank, et al.*, 10-CV-1284 DMS (BGS) (S.D. Cal.)
25 (finally approved \$11,973,558);

26 q. *In Re Jiffy Lube International, Inc.*, MDL No. 2261 (Finally approved for
27 \$47,000,000.00 in value to the class);

- 1 r. *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM (S.D. Cal.)
 2 (co-lead counsel in finally approving TCPA settlement for over \$6,500,000 on
 3 March 28, 2016);
- 4 s. *Fox v. Asset Acceptance, LLC*, 14-cv-00734-GW-FFM (C.D. Cal. July 1, 2016) (co-
 5 lead counsel in finally approved TCPA class action for \$1,000,000; \$200,000 cash
 6 and \$800,000 debt relief);
- 7 t. *Barrett v. Wesley Financial Group, LLC*, 13-cv-00554-LAB-KSC (S.D. Cal.)
 8 (Appointed co-lead class counsel in certified TCPA action);
- 9 u. *Gehrich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (finally approved for
 10 \$34,000,000);
- 11 v. *Macias v. Water & Power Community Credit Union*, BC515936 (Los Angeles
 12 Superior Court) (Co-lead class counsel in certified class action under the Rosenthal
 13 Fair Debt Collection Practices Act; class action settlement finally approved on April
 14 21, 2016);
- 15 w. *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016) (co-lead
 16 counsel in finally approved settlement in unlawful auto-renewal action, allowing
 17 class members to receive credits ranging from \$5 to \$20 toward future purchases);
- 18 x. *Stemple v. QC Holdings, Inc.*, 12-cv-01997-BAS-WVG (S.D. Cal. Nov. 7, 2016)
 19 (Co-lead counsel in finally approved for \$1,500,000);
- 20 y. *Abdeljalil v. GE Capital Retail Bank*, 12-cv-02078-JAH-MDD (S.D. Cal.) (Co-
 21 lead counsel; Class Certification granted and finally approved for \$7,000,000);
- 22 z. *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);
- 25 aa. *Medeiros v. HSBC Bank Nevada, N.A.*, 3:14-cv-01786-JLS-MDD (S.D. Cal. 2017)
 26 (Finally approved action under Penal Code 632, *et seq.* for \$13,000,000);

- 1 bb. *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 109 (Sup. Ct. San
 2 Luis Obispo) (Co-lead counsel in RFDCPA class action finally approved on October
 3 30, 2017);
- 4 cc. *Caldera v. Am. Med. Collection Agency*, 2017 U.S. Dist. LEXIS 99239 (C.D. Cal.
 5 June 27, 2017) (Order certifying nationwide TCPA class action and appointing Mr.
 6 Kazerounian as co-lead counsel);
- 7 dd. *Moreno-Peralta v. TRS Recovery Services, Inc.*, 2017 Cal. Super. LEXIS 548 (Sup.
 8 Ct. San Luis Obispo Oct. 10, 2017) (Co-lead counsel in RFDCPA class action finally
 9 approved);
- 10 ee. *Luster v. Wells Fargo Dealer Services, Inc.*, 15-cv-1058 (TWT) (N.D. Ga.
 11 November 8, 2017) (TCPA class action finally approved in the amount of
 12 \$14,834,058.00);
- 13 ff. *McPolin v. Credit Service of Logan*, 16-cv-116 BSJ (Utah District Court) (Co-lead
 14 counsel in FDCPA class action with consumers to each receive \$1,428.57, debt
 15 relief, and tradeline deletion finally approved on November 9, 2017);
- 16 gg. *Reid v. I.C. System, Inc.*, 2017 U.S. Dist. LEXIS 43770 (D.Ariz. March 24, 2017)
 17 (TCPA class actions finally approved in the amount of \$3,500,000);
- 18 hh. *Dowlatshahi v. Mcilhenny Company*, No. 30-2017-00911222-CU-NP-CXC (Sup.
 19 Ct. Orange County Oct. 10, 2018) (granting final approval to product false
 20 advertising settlement with Mr. Kazerounian as co-lead counsel);
- 21 ii. *Giffin v. Universal Protein Supplements Corporation d/b/a/ Universal Nutrition et*
 22 *al.*, No. BC613414 (Superior Court of California, County of Los Angeles) (co-lead
 23 counsel in finally approved class action settlement alleging violation of California
 24 law involving Made in USA representations);
- 25 jj. *Holt v. Noble House Hotels & Resort, Ltd.*, No. 17cv2246-MMA (BLM), 2018 U.S.
 26 Dist. LEXIS 177940 (S.D. Cal. Oct. 16, 2018) (achieved class certification status on
 27

- 1 CLRA claim for alleged false advertising of restaurant surcharge; Abbas
 2 Kazerounian and Jason Ibey appointed as class counsel);
- 3 kk. *Sherman v. Kaiser Foundation Health Plan, Inc.*, 13-CV-0981-JAH (JMA) (S.D.
 4 Cal.) (Settled for \$5,350,000 and finally approved on May 12, 2015; served as co-
 5 lead counsel);
- 6 ll. *Couser v. Comenity Bank*, 12-cv-02484-MMA-BGS (S.D. Cal. Oc. 2, 2014) (Finally
 7 approved for \$8,475,000 on May 27, 2015 served as co-lead counsel);
- 8 mm. *Arthur v. SLM Corporation*, 10-CV-00198 JLR (W.D. Wash.) (nationwide
 9 settlement obtaining \$24.15 million; final approval granted in 2012);
- 10 nn. *Lo v. Oxnard European Motors, LLC, et al.*, 11-CV-1009-JLS-MDD (S.D. Cal.)
 11 (Achieving one of the highest class member payouts in a TCPA action of \$1,331.25
 12 per claimant; final approval granted in 2012; served as co-lead counsel);
- 13 oo. *In Re: Midland Credit Management, Inc., Telephone Consumer Protection Act*
 14 *Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Co-lead counsel for a Plaintiff
 15 in the lead action, prior to the action being recategorized through the multi-district
 16 litigation process; finally approved for \$18 million);
- 17 pp. *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection Act*
 18 *Litigation*, 11-md-02295-JAH (BGS) (Co-lead counsel for a Plaintiff in the lead
 19 action, prior to the action being recategorized through the multi-district litigation
 20 process; finally approved for \$18 million);
- 21 qq. *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, 10-01777-AJB-NLS (S.D. Cal.)
 22 (Approved as co-lead counsel and worked to obtain a national TCPA class
 23 settlement where claiming class members each received payment in the amount of
 24 \$70.00 per claimant; final approval granted in 2013);
- 25 rr. *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D. Cal.) (Finally
 26 approved for \$39,975,000);

- 1 ss. *Rose v. Bank of America Corporation et al.*, 12-cv-04009-EJD (N.D. Cal.) (finally
2 approved for \$32,000,000 in 2014);
- 3 tt. *Lemieux v. EZ Lube, LLC, et al.*, 12-CV-01791-JLS-WYG (S.D. Cal.) (Served as
4 co-lead counsel; finally approved on December 8, 2014);
- 5 uu. *Fishman v. Subway Franchisee Advert. Fund Tr., Ltd.*, No. 2:19-cv-02444-ODW
6 (ASx), 2019 U.S. Dist. LEXIS 200710 (C.D. Cal. Nov. 18, 2019) (co-lead counsel;
7 obtained order denying a defendant's motion to dismiss case for lack of personal
8 jurisdiction where jurisdiction as based on an agency relationship);
- 9 vv. *Flores v. Adir Int'l, LLC*, 788 F. App'x 496 (9th Cir. 2019) (affirming order denying
10 motion to compel arbitration of my client's claims);
- 11 ww. *Pastor v. Bank of America*, Case No. 3:15-cv-03831-MEJ (N.D. Ca. 2015) (FCRA
12 class finally approved in the amount of \$1,645,000).

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

16 41. I have worked closely on several putative class action cases involving claims for violation
17 of California Invasion of Privacy Act, Cal. Pen. Code § 630, *et seq.*, including but not limited to:

- 18 a. *Franklin v. Ocwen Loan Servicing, LLC*, No. 3:18-cv-03333-SI (N.D. Cal.)
19 (served a co-lead class counsel in finally approved CIPA class action
20 settlement);
- 21 b. *Ronquillo-Griffin v. Telus Communications, Inc. et al.*, 3:17-cv-00129-JM-MLB
22 (S.D. Cal.) (served as co-lead class counsel in finally approved CIPA class action
23 settlement);
- 24 c. *Foote v. Credit One Bank, LLC*, 2:13-cv-08605-MWF-PLA (C.D. Cal.);
- 25 d. *Olney v. Job.com, Inc. et al.*, 13-cv-02004-AWI-SAB (E.D. Cal.);
- 26 e. *Bohkle v. U.S. Bank, N.A.*, 12-cv-09247-RGK-E (C.D. Cal.);
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- 1 f. *Dake v. Receivables Performance Management, LLC*, 5:12-cv-01680-VAP-SP
(C.D.Cal.);
- 2
- 3 g. *Garcia v. Earthlink, Inc.*, 3:12-CV-01129-DMS-BLM (S.D.Cal.);
- 4
- 5 h. *Montegna v. Portfolio Recovery Associates, LLC*, 3:12-cv-00764-MMA-BGS
(S.D.Cal.).
- 6
- 7 i. *Couser v. Dish One Satellite, LLC*, No. RIC1603185 (Superior Court of
California, County of Riverside) (served as co-lead class counsel in finally
approved CIPA class action settlement);
- 8
- 9 j. *Knell, et al. v. FIA Card Services, N.A.*, 13-CV-01653-AJB-WVG (S.D. Cal.)
(California class action settlement under Penal Code 632, *et seq.*, for claims of
invasion of privacy. Settlement resulted in a common fund in the amount of
\$2,750,000; finally approved in August 15, 2014; served as co-lead counsel.);
- 10
- 11
- 12 k. *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB (S.D. Cal.)
(California class action settlement under Penal Code 632, *et seq.*, for claims of
invasion of privacy. Settlement resulted in a common fund in the amount of
\$2,600,000; finally approved on November 6, 2014; served as co-lead counsel.);
- 13
- 14
- 15 l. *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles) (finally
approved for \$5,600,000 in action under Cal. Pen. Code § 630, *et seq.*);
- 16
- 17 m. *Zaw v. Nelnet Business Solutions, Inc. et al.*, No. 13-cv-05788-RS (N.D. Cal.)
(Co-lead counsel in finally approved in 2014 for \$1,188,110 in action under Cal.
Pen. Code § 630, *et seq.*).
- 18
- 19

20 42. I am currently serving as interim co-lead class counsel in the following consumer class
21 action matters:

- 22 a. *Vakilzadeh v. The Trustees of the California State University*, No. 20STCV23134
23 (Sup. Ct. Los Angeles);
- 24 b. *Case v. Merlin Entertainments Group U.S. Holdings Inc. et al.*, No. 3:20-cv-01049-
25 JAH-MSB (S.D. Cal.);
- 26 c. *Felix et al., v. Roosevelt University*, No. 1:20-cv-04793 (N.D. Ill.);
- 27
- 28

1 d. *Hellyer, et al. v. Smile Brands, Inc.*, No. 8:21-cv-01186-DOC-ADSx (C.D. Cal.,
2 Feb. 1, 2022).

3 43. I have also been appointed Liaison counsel in the matter of *Orellana v. Planned Parenthood*
4 *Los Angeles*, No. 21STCV44106 (Los Angeles Superior Court, April 15, 2022).

5 44. My firm has a strong history of successful appellate court practice. I have presented oral
6 argument on several occasions to the Ninth Circuit Court of Appeals, including in the following
7 matters:

- 8 a. *Knutson v. Sirius XM Radio*, No. 12-56120 (9th Cir. 2014), which resulted in an order
9 in favor of my client, reversing an order compelling arbitration;
- 10 b. *Marks v. Crunch San Diego, LLC*, 2018 U.S. App. LEXIS 26883 (9th Cir. 2018), which
11 resulted in an order in favor of my client on a TCPA claim in terms of the meaning of
12 an automatic telephone dialing system;
- 13 c. Three times in *Afewerki v. Anaya Law Group*, No. 15-56510 (9th Cir. April 7, 2017),
14 *Afewerki v. Anaya Law Group*, No. 18-55100 (9th Cir. May 15, 2019), and *Afewerki v.*
15 *Anaya Law Group*, No. 19-56486 (9th Cir. Jan. 21, 2021), which resulted in an order
16 in favor of my client’s FDCPA claim.

17 **ADDITIONAL RELEVANT TRAINING,**
18 **SPEAKING/TEACHING ENGAGEMENTS AND ASSOCIATIONS**

19 45. I am an adjunct professor at California Western School of Law where I teach a three-credit
20 course in consumer law.

21 46. I have undergone extensive training in consumer law. The following is a list of recent
22 training conferences I attended:

- 23 a. Four-day National Consumer Law Center Conference; Nashville, TN –2008;
- 24 b. Three-day National Consumer Law Center Conference; Portland, OR -2008;
- 25 c. Three-day National Consumer Law Center Conference; San Diego, CA - 2009;
- 26 d. Three-day National Consumer Law Center Conference; Seattle, WA -2011;
- 27 e. National Consumer Law Center Conference in 2013;



- 1 f. National Consumer Law Center Conference in 2014;
- 2 g. National Consumer Law Center Conference in 2015;
- 3 h. National Consumer Law Center Conference in 2016;
- 4 i. Three-day CAALA Conference; Las Vegas, NV – 2009;
- 5 j. Three-day CAALA Conference; Las Vegas, NV – 2013;
- 6 k. Three-day CAALA Conference; Las Vegas, NV – 2015;
- 7 l. Three-day CAALA Conference; Las Vegas, NV – 2016;
- 8 m. Three-day COAC Conference – 2014 and 2015
- 9 n. Speaker at the ABA National Conference, Business Litigation Section; Trends in
10 Consumer Litigation; San Francisco, CA – 2013;
- 11 o. Speaker at the ABA TCPA National Webinar (Consumer Protection, Privacy &
12 Information Security, Private Advertising Litigation, and Media & Technology
13 Committees) – September 2013;
- 14 p. Spoke at the 2014 ACA Conference in November 2014;
- 15 q. Speaker at ACI Conference in Dallas, TX in September of 2016 concerning The
16 Borrower's Perspective: Insight From The Plaintiffs' Bar and Consumer Advocates;
- 17 r. Speaker on TCPA panel in September of 2016 at the Annual Consumer Financial
18 Services Conference;
- 19 s. Spoke at the 2016 CAOC Conference in November of 2016;
- 20 t. Presented at the 2017 CAOC seminar in Palm Springs, CA;
- 21 and
- 22 u. Speaker at national webinar on June 7, 2017 for the CAOC, entitled, Understanding the
23 Fair Debt Collection Practices Act.

24 47. I have been requested to and have made regular presentations to community organizations
25 regarding debt collection laws and consumer rights. These organizations include Whittier Law
26 School, Iranian American Bar Association, Trinity School of Law and Chapman Law School,
27 University of California, Irvine, and California Western School of Law.

1 48. I was the principal anchor on Time Television Broadcasting every Thursday night as an
2 expert on consumer law generally between 2012 and 2013.

3 49. I was named Rising Star by San Diego Daily Tribune in 2012, and Rising Star in Super
4 Lawyers Magazine in 2013, 2014 and 2015.

5 50. I was named a Super Lawyer by Super Lawyers Magazine in 2016, 2017, 2018, 2019,
6 2020 and 2021

7 51. I was named among Top 50 Attorneys in Orange County 2021 by Super Lawyers.

8 52. I lectured in Class Action Trends at the CAOC 2015 Conference in San Francisco.

9 53. I was selected for membership into The National Trial Lawyers: Top 40 Under 40 in 2016,
10 2017 and 2018.

11 54. I was a panelist in a webinar, ABA Telephonic Brown Bag re: TCPA, on August 25, 2015.

12 55. I lectured in Class Action Trends at the CAOC 2015 Conference in San Francisco,
13 California.

14 56. In January of 2016, I spoke on the impact of the Federal Communications Commission's
15 2015 Declaratory Ruling on TCPA litigation at the ABA National Convention in Salt Lake City,
16 Utah.

17 57. In May of 2016, I spoke on Class Action Trends at the CAOC seminar in Palm Springs,
18 California.

19 58. In August of 2018, I was one of three presenters on another national webinar on the TCPA
20 titled "From Both Sides: Plaintiff and Defense Perspective on the TCPA".

21 59. In August of 2018, I was one of two presenters on a national webinar on the TCPA titled
22 "TCPA Takes a New Turn With the 9th Circuit's Ruling in *Marks v. Crunch San Diego, LLC*."

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

26 61. In 2016, I wrote an article entitled "Finding a Balance" that was published in the Nutrition
27 Business Journal, concerning a lawsuit filed under the Racketeer Influenced and Corrupt
28

1 Organization Act.

2 62. I was published in the Daily Journal in September of 2016, with the title, “The FDCPA:
3 The Forgotten Statute.”

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

6 64. In March of 2016, I moderated the Judges Panel on Class Action Trends and Federal
7 Litigation Trends at the NCLC Conference.

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

9 66. I spoke at the 22nd National Forum on Residential Mortgage Litigation & Regulatory
10 Enforcement conference on January 22, 2017.

11 67. Presented at the 2017 CAOC seminar in Palm Springs, California.

12 68. Speaker at national webinar on June 7, 2017 for the CAOC, entitled, “Understanding the
13 Fair Debt Collection Practices Act”, and again on August 1, 2018.

14 69. I wrote an article entitled, *Collateral Damage, Beyond the personal injury: When creditors*
15 *and collection agencies stalk your client*, published in the September 2017 edition of Plaintiff
16 magazine.

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

19 71. Spoke at 2018 Inland Empire CAOC Convention on “Class Action Hot Topics” - May
20 2018.

21 72. On January 11, 2019, I spoke on a panel entitled “TCPA Litigation: Where is it Heading
22 Now?” at the 2019 Annual American Bar Association Conference in Miami.

23 73. I spoke on the FDCPA at National Consumer Law Center’s National Convention in Las
24 Vegas in March, 2019.

25 74. Spoke on “The interplay between Personal Injury and Class Actions” at the CAOC
26 Sonoma Seminar 2019.

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

1 76. Speaker at the CAOC Inland Empire Seminar in Palm Springs on “Dealing with Overly
2 Ambitious Lien Holders, on May 2, 2019.

3 77. Speaker for the California Lawyers Association March 3, 2020, Webinar on “Recent
4 Developments in Internet and Privacy Law Affecting California Consumer Financial Service
5 Providers” presented by the Internet and Privacy Law Committee; and, the Consumer Financial
6 Services Committee.

7 78. Speaker at San Diego Law School Class Action Forum 2020 on Consumer Class Actions
8 in March 2020.

9 79. Speaker for a webinar for CAOC on April 21, 2020, on “Data Breach Basics.”

10 80. MTMP (Mass Torts Made Perfect) Connect Webinar Series on Class Action Data
11 Breaches – June 4, 2020.

12 81. Speaker at MTMP Class Action Track - October 14, 2020 on "Nuts & Bolts of Mediating
13 a Class Action".

14 82. Speaker at 2021 Palm Springs Seminar Panel on Hot Topics In Mass Tort And Class
15 Actions: What You Don't Know Might Get You Burned. Spoke on *Recent Developments in*
16 *Labeling Class Actions*.

17 83. Participant in Zoom webinar for the ARM Industry, Post-Hunstein, Legal and Operational
18 Insights and a Discussion Amongst Plaintiff's Attorneys (April 29, 2021).

19 84. Speaker for a webinar entitled "Consumer Attorneys Share Their Initial Reactions to
20 Regulation F Confirmation" on February 15, 2022.

21 85. Speaker at CAOC Sonoma Seminar on “Use Of Technology in Litigation In the Pandemic
22 Age”, on March 11, 2022.

23 86. Speaker in May of 2022 at the NCLC Conference in Orlando, Florida, on *Understanding*
24 *the FDCPA*.

25 87. Speaker at NACA National Webinar on Fair Debt Collections Practices Act Webinar 101
26 in March of 2023.

27 88. Speaker at July 26, 2023 webinar on Consumer Attorney Update on Regulation F,
28

1 Standing, for Accounts Recovery.

2 89. In a decision in 2020, by Judge Cynthia Bashant in the Southern District of California,
 3 Judge Bashant found that “Mr. [Abbas] Kazerounian [is] skilled, experienced class action
 4 litigator[] very familiar to this Court.” *McCurley v. Royal Sea Cruises, Inc.*, U.S. Dist. LEXIS
 5 227110 (S.D. Cal. 2020).

6 90. In the matter of *Holt v. Foodstate Inc.*, No. 17-cv-637-LM (D.N.H. Jan. 6, 2020), in which
 7 I served as one of Co-Class Counsel with Jason Ibey from my firm, the Court at the final approval
 8 hearing (as reflected by the hearing transcript for that matter) expressed that “Class counsel are
 9 highly qualified and experienced in consumer class actions, including false advertising claims,”
 10 and further stated that Mr. Kazerounian “[h]as participated in over 50 consumer protection class
 11 action suits in the last several years and he also has received extensive training in consumer
 12 protection litigation, has given presentations on the subject, including teaching a law school course
 13 on consumer law.”

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

19 92. I was given the Wiley W. Manuel Award by the State Bar of California for Pro Bono Work
 20 (2017).

21 **ASSOCIATIONS**

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

- 23 a. Consumer Attorneys Association of Los Angeles;
- 24 b. The Orange County Bar Association;
- 25 c. The Federal Bar Association;
- 26 d. National Consumer Law Center;
- 27 e. American Association for Justice;

- 1 f. Twice served as former President of the Orange County Chapter of the Iranian
- 2 American Bar Association;
- 3 g. Member in good standing of National Association of Consumer Advocates;
- 4 h. Consumer Attorneys of California - Executive Committee and Vice President;
- 5 i. Member of the Leading Forum of the American Association of Justice.

6 **EXHIBITS**

7 94. Attached hereto as **Exhibit 1** is a true and correct copy of the attorney-client agreement
8 between my firm and Plaintiff for this matter, which expressly permits up to 33 1/3% of the
9 recovery as an award of attorneys' fees (*see* page 2 of 3).

10 95. Attached hereto as **Exhibit 2** is a true and correct copy of expense report for my firm on
11 this matter, as of September 26, 2023, reflecting costs of \$17,440.77.

12
13 I declare under penalty of perjury under the laws of California that the foregoing is true and
14 correct, and that this declaration was executed on September 28, 2023.

15
16 *s/ Abbas Kazerounian*
17 Abbas Kazerounian

KAZEROUNI
LAW GROUP, APC

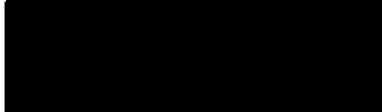
EXHIBIT 1



245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523
www.kazlg.com

April 15, 2020

Jennifer Goodwin



RE: Class Representative Fee Agreement

Dear Jennifer Goodwin,

Thank you for agreeing to assist Kazerouni Law Group, APC ("KLG") to litigate your case against Powell Electric.

The purpose of this letter is to memorialize our agreement to represent you as a class representative in the above-referenced action against Defendant. This fee agreement does not extend to any other matter or any appeal that you may wish to file, absent a subsequent signed written agreement between you and Us.

You have advised us and shown us documentation of two calls you made to Defendant, which you believe were audio recorded without your consent., while you were calling from your cell phone Based on our discussion with you and our explanation of the law, Defendant has violated state law, under Cal. Civ. Code § 632.7.

You have advised us that your only relationship to the Defendant consist of the events leading to these illegal acts. We have advised you that based upon our experience in prosecuting class actions under the federal and state law and our preliminary investigation into the facts and circumstances of this case, it is our opinion that a lawsuit is meritorious. We will continue with our investigation. We will shortly be sending you a draft copy of the complaint for your review. Assuming that we file the complaint and name you as a class representative, you will have certain duties and responsibilities to the class.

You have agreed to cooperate with the attorneys in this case and to comply with all reasonable requests for information. You also agree to provide us with copies of all relevant records and to participate in discovery in this action as necessary, by, among other things, answering interrogatories, producing documents to the Defendant and giving deposition and trial testimony if requested. You understand that you may be required to testify at trial. We will make every effort to comply with your scheduling requirements. We will also advance all travel costs on behalf of the class.

We will advance all costs and expenses of the litigation and you will not be responsible for the moneys regardless of the outcome of this case. At the conclusion of the case, the attorneys for plaintiffs will apply to the court for an award of fees and the reimbursement of expenses based

upon, among other things, the time expended, the difficulty of the litigation and, of course, the results achieved. You understand that such an award of attorneys' fees may be as much as 33 1/3% of any settlement fund or judgment, although the amount actually awarded is within the sole discretion of the court. Moreover, if the matter is settled or resolved in whole or in part with the client receiving something of value other than cash, We shall be entitled to a fee based upon the value of the property or thing received, and you shall be responsible to pay that fee in cash to Us. The payment to Us shall be 45% of the value of the non-cash recovery that you receive in the settlement.

Although you will not be responsible for our legal fees, costs and expenses as part of your fiduciary obligations, you should be aware of our billing practices. We will maintain records of our time and expenses that may be submitted to the court in support of our application for attorneys' fees and reimbursement of expenses. We will bill the case at our prevailing hourly rates for attorneys, paralegals, law clerks, legal interns and other support staff. These rates are periodically adjusted; hourly charges are in minimum units of one-quarter hour. Costs and expenses include professional fees and costs charged by investigators, experts, consultants, and others as well as expenses including copying, process servers, on-line research, travel, messengers, telephone, postage, fax, and other usual and customary expenses at our usual and customary charges for such items. Charges for meals and related items associated with meetings among attorneys may also be included in expenses.

We have the option at our sole discretion to obtain loans or lines of credit to advance costs and other expenses. In the event We obtain such loans or lines of credit to finance this matter, then the costs of borrowing the money (the interest paid to the bank along with any associated costs) shall also be recoverable as a cost item.

In the event that this case is settled on an individual basis and not settled on a class action basis, we will attempt to negotiate settlement/s for full statutory damages in the maximum amount of \$5,000 per violation and independently negotiate our attorney's fees and costs; however, a negotiated settlement may range anywhere up to \$5,000 per violation, which is the maximum that you may be entitled to recover under the statute. In strict compliance with California Rules of Professional Conduct, Section 1-320, we cannot fee split with you, the client. In the event that we negotiate an individual settlement, that settlement may include payment of attorney's fees directly to us based on the amount of time spent on the matter multiplied by our hourly rates. At times, we may request the defendant apply a multiplier based on certain risk factors in bringing this action.

The amount of payment of our attorneys' fees (with or without a multiplier) may be greater than the amount of statutory damages you recover. You further agree that any amount obtained in excess of your statutory damages are either costs or attorneys' fees and belong to us. Also, in the event the total settlement is less than your maximum statutory damages, after deducting costs, you will receive 55% of the settlement and we will receive 45% of the settlement as attorney's fees.

We may apply to the Court for a special award to compensate the class representative(s) for their contribution to the action. You understand, however, that unless such an award is approved by

the Court you will only be entitled to your pro rata share of funds available for distribution to all class members.

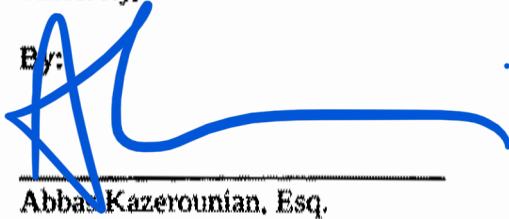
Obviously, as with any type of litigation, we are unable to guarantee any particular result or outcome. It is very important that you maintain the confidentiality of this retainer agreement and all communications with our law firm.

You are hiring the law firm specified in the first paragraph of this agreement. Additionally, a referral fee totaling 20% of the attorneys' fees recovered will be paid to attorney Ken Lipton, Esq. The amount charged and/or the percent contingency paid by you is not being increased due to this referral fee arrangement.

Please return a signed copy of this agreement as soon as possible, since it is critical to act immediately.

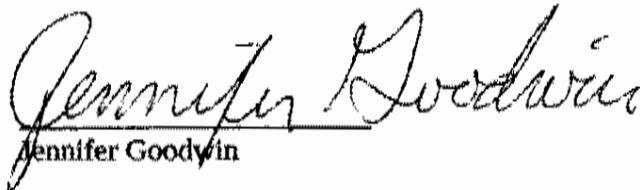
Sincerely,

By:



Abbas Kazerounian, Esq.

I hereby agree to be a class representative in the above-referenced class action against Powell Electric.



Jennifer Goodwin

EXHIBIT 2

Date	Person	Expense Name	Count	Amount	Expense Total
05/14/2020	Emily Torromeo	Complaint filing fee - Fax-filed - Visa	1	\$1,453.75	\$1,453.75
05/22/2020	Edith Luna	Sano Attorney Service Inv 2020002968 (service)	1	\$65.25	\$65.25
07/06/2020	Bryanna Rodriguez	Mail Cost	1	\$1.00	\$1.00
07/06/2020	Bryanna Rodriguez	Printing	13	\$0.30	\$3.90
07/06/2020	Bryanna Rodriguez	Envelope	1	\$0.75	\$0.75
07/08/2020	Monica Guevara	Stanley Mosk Court	1	\$6.75	\$6.75
08/10/2020	Kandace Birch	Photocopies	11	\$0.30	\$3.30
08/10/2020	Kandace Birch	Postage	1	\$0.90	\$0.90
08/12/2020	Emily Torromeo	Fax-file - Visa	1	\$6.75	\$6.75
10/15/2020	Jason Ibey	Photocopies	4	\$0.30	\$1.20
10/28/2020	Edith Luna	One Legal- Order # 15351673	1	\$85.66	\$85.66
02/03/2021	Emily Torromeo	Fax-file - Visa	1	\$29.75	\$29.75
04/15/2021	Emily Torromeo	Fax-file (NTC of CA Ruling) Visa	1		\$8.25
04/19/2021	Emily Torromeo	Fax-file (Nick Barthel disassociation) Visa	1	\$8.25	\$8.25
05/10/2021	Kandace Birch	Printing	11	\$0.30	\$3.30
05/10/2021	Kandace Birch	Postage	1	\$1.11	\$1.11
05/10/2021	Edith Luna	Case Anywher Inv 205548	1	\$114.00	\$114.00
05/10/2021	Edith Luna	Case Anywher Inv 213668	1	\$132.00	\$132.00
05/13/2021	Edith Luna	One Legal- order number 16278929	1	\$110.93	\$110.93
05/14/2021	Zeyra Ceballos	LA Court Connect Telephonic Hearing	1	\$15.00	\$15.00
05/20/2021	Zeyra Ceballos	Receipt for payment of advance jury fees	1	\$156.75	\$156.75
05/26/2021	Edith Luna	Stanley Mosk Court - Fax-file - Visa	1	\$10.50	\$10.50
05/28/2021	Monica Guevara	LA Court - Appearance	1	\$15.00	\$15.00
06/07/2021	Edith Luna	Case Anywher Inv 221942	1	\$174.00	\$174.00
08/27/2021	Monica Guevara	Stanley Mosk Court - Fax-file	1	\$30.50	\$30.50
09/08/2021	Monica Guevara	Case anywhere Inv # 230322	1	\$162.00	\$162.00
09/29/2021	Monica Guevara	One Legal - 16987659	1	\$37.27	\$37.27
10/12/2021	Monica Guevara	Jams Inv 5901210 (mediation fees)	1	\$12,450.00	\$12,450.00
11/30/2021	Monica Guevara	One Legal - 17299310	1	\$37.27	\$37.27
12/08/2021	Monica Guevara	Case Anywhere Inv # 238641	1	\$81.33	\$81.33
01/04/2022	Abbas Kazerounian	Printed mediation brief draft to mark up	11	\$0.30	\$3.30
01/12/2022	Abbas Kazerounian	Printed Defendant's mediation brief	13	\$0.30	\$3.90
01/18/2022	Brianna Pasillas	Printing for Abbas Mediation binder	43	\$1.00	\$43.00
01/18/2022	Brianna Pasillas	Binder and tabs for Abbas mediation binder	1	\$11.00	\$11.00

01/21/2022	Pamela Prescott	Printing	30	\$0.30	\$9.00
02/07/2022	Zeyra Ceballos	OneLegal (Conf # 26218370; Order # 26218370)	1		\$0.00
02/07/2022	Monica Guevara	One Legal - 17651697	1	\$16.68	\$16.68
02/15/2022	Ellen Ibey	Printing - Defs confirmatory discovery responses	6	\$0.30	\$1.80
03/07/2022	Monica Guevara	Case Anywhere Inv # 246867	1	\$138.00	\$138.00
03/15/2022	Jason Ibey	Printing - Defs confirmatory discovery responses	13	\$0.30	\$3.90
04/01/2022	Ellen Ibey	Printing - Draft motion documents to proofread	22	\$0.30	\$6.60
04/18/2022	Monica Guevara	One Legal - 18052349	1	\$37.78	\$37.78
04/20/2022	Jason Ibey	Printing - Draft motion for preliminary approval	24	\$0.30	\$7.20
04/21/2022	Ellen Ibey	Printing - Drafts for prelim approval motion	12	\$0.30	\$3.60
04/29/2022	Ellen Ibey	Printing - Drafts for prelim approval motion	12	\$0.30	\$3.60
05/03/2022	Monica Guevara	Filing	1	\$4.00	\$4.00
05/05/2022	Ellen Ibey	Printing	10	\$0.30	\$3.00
05/06/2022	Edith Luna	One Legal- 18162034	1	\$78.96	\$78.96
05/09/2022	Monica Guevara	Steno Inv 265605 (open invoice)	1	\$607.20	\$607.20
05/17/2022	Monica Guevara	Sano Attorney Service Inv 2022003131	1	\$97.60	\$97.60
06/08/2022	Monica Guevara	Case Anywhere Inv # 256909	1	\$186.00	\$186.00
09/12/2022	Monica Guevara	Case Anywhere Inv # 263895	1	\$120.00	\$120.00
12/09/2022	Monica Guevara	Case Anywhere Inv # 272526	1	\$120.00	\$120.00
01/31/2023	Jason Ibey	Printing - Exhibits to SAR to edit per court's checklist	78	\$0.30	\$23.40
02/15/2023	Pamela Prescott	Printing - Preliminary approval docs to review	25	\$0.30	\$7.50
02/17/2023	Pamela Prescott	Printing - Preliminary approval docs to review	30	\$0.30	\$9.00
03/07/2023	Edith Luna	Case Anywher Inv 281077	1	\$120.00	\$120.00
03/07/2023	Edith Luna	One Legal- 19947108	1	\$17.66	\$17.66
03/13/2023	Edith Luna	One legal- 19966742	1	\$13.33	\$13.33
03/13/2023	Edith Luna	One Legal- 19969583	1	\$17.66	\$17.66
04/05/2023	Jason Ibey	Printing - Defs responses to Confirmatory SPROGS	10	\$0.30	\$3.00
04/05/2023	Jason Ibey	Printing - Docs for binder for prelim approval hearing	180	\$0.30	\$54.00
04/12/2023	Jason Ibey	Printing - Draft second version of settlement to review	32	\$0.30	\$9.60
04/21/2023	Monica Guevara	Document pull from ROA	1	\$1.30	\$1.30
05/05/2023	Ramy Raoof	One Legal - 20358073	1	\$17.66	\$17.66
06/01/2023	Ramy Raoof	Case Anywhere Inv 290144	1	\$234.00	\$234.00
07/10/2023	Yajaira Baeza	One Legal - Order #20753292	1	\$17.66	\$17.66
07/10/2023	Yajaira Baeza	One Legal Order # 20754465	1	\$17.66	\$17.66
08/03/2023	Yajaira Baeza	Superior Court LA - document pull	1	\$7.00	\$7.00

08/07/2023	Jason Ibey	Printing - Draft of class notices and exclusion form	15	\$0.30	\$4.50
08/24/2023	Jason Ibey	Printing - Drafts of IVR and call script, mock website	11	\$0.30	\$3.30
09/05/2023	Yajaira Baeza	Case Anywhere Inv# 299414	1	\$150.00	\$150.00
					\$17,440.77