

1 Todd M. Friedman (SBN 216752)  
2 Adrian R. Bacon (SBN 280332)  
3 Meghan E. George (SBN 274525)  
4 Thomas E. Wheeler (SBN 308789)  
5 LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
6 21031 Ventura Blvd, Suite 340  
7 Woodland Hills, CA 91364  
8 Phone: 323-306-4234  
9 Fax: 866-633-0228  
10 tfriedman@toddfllaw.com  
11 abacon@toddfllaw.com  
12 mgeorge@toddfllaw.com  
13 twheeler@toddfllaw.com  
14 *Attorneys for Plaintiff*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF LOS ANGELES**

17 ) **CASE NO.: 20STCV13837**  
18 TERRY FABRICANT, individually and on )  
19 behalf of all others similarly situated, )  
20 ) **DECLARATION OF TODD M.**  
21 Plaintiff, ) **FRIEDMAN IN SUPPORT OF**  
22 ) **PLAINTIFF'S MOTION FOR**  
23 vs. ) **PRELIMINARY APPROVAL OF CLASS**  
24 ) **ACTION SETTLEMENT**  
25 TOP FLITE FINANCIAL, INC.; DOES 1 )  
26 -100, and each of them, ) **Hearing Date: December 6, 2022**  
27 ) **Hearing Time: 10:00 am**  
28 Defendants. ) **Dept.: SS7**  
\_\_\_\_\_ )

**DECLARATION OF TODD M. FRIEDMAN**

**I, TODD M. FRIEDMAN, declare:**

1           1.       I am one of the attorneys for the plaintiff in this action, Terry Fabricant (“Mr.  
2 Fabricant” or “Plaintiff”). I am an attorney licensed to practice law in the State of California  
3 since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been  
4 continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011,  
5 and am in good standing with the California State Bar, Illinois State Bar, and Pennsylvania State  
6 Bar. I have litigated cases in both state and federal courts in California, Colorado, Florida, Ohio  
7 and Illinois. I am also admitted in every Federal district in California and have handled federal  
8 litigation in the federal districts of California.

9           2.       The declaration is based upon my personal knowledge, except where expressly  
10 noted otherwise.

11           3.       I submit this declaration in support of the Plaintiff’s Motion for Preliminary  
12 Approval of Class Action Settlement and Certification of Settlement Class in the action against  
13 defendant Top Flite Financial, Inc. (“TF” or “Defendant”).

**CASE HISTORY**

14           4.       Plaintiff filed the initial class action complaint (“Complaint”) on April 8, 2020. In  
15 the Complaint, Plaintiff alleged causes of action for unintentional and intentional violations of  
16 the IPA. Based on those allegations, Plaintiff sought \$5,000 per violation, as well as injunctive  
17 relief. Plaintiff’s claims were brought on behalf of a class of individuals who allegedly  
18 participated in calls to and from their mobile phones where they were recorded without consent.

19           5.       Plaintiff’s original complaint named LMB Mortgage Services, Inc. d/b/a  
20 LOWERMYBILLS.COM, INC.. After discussing with LMB, Plaintiff determined that this was  
21 the incorrect entity and the correct entity was actually TOP FLITE FINANCIAL, INC., and  
22 requested leave to file a First Amended Complaint and thereafter filing a First Amended  
23 Complaint (the “FAC”) naming Defendant TF on September 8, 2020.

24           6.       Thereafter, on December 2, 2020, the Parties stipulated and the Court entered a  
25 stay of this action pending the Supreme Court’s decision in *Jeremiah Smith v. LoanMe, Inc.*,  
26 Supreme Court Case No. S260391. On May 12, 2021, Plaintiff advised the Court that the stay  
27 could be lifted, and the Court did so.

28           7.       The Parties agreed to attend mediation and Plaintiff propounded written  
discovery. Defendant responded and, in advance of mediation, provided the sample script which

1 was read to callers, the call recordings with Plaintiff on April 15, 2019 and April 18, 2019, the  
2 service agreement and order form for the company that provided call services (including call  
3 recording) to Defendant, and the call log for all calls during the relevant time period from April  
4 8, 2019 to June 7, 2019.

5 8. The sample script and call recordings confirmed that Defendant did not have a  
6 practice of disclosing that its calls were being recorded despite recording the calls. The call log  
7 contained the time and date of all calls April 8, 2019 to June 7, 2019, including call length and  
8 the phone number called from. Plaintiff's counsel processed the call logs to identify only calls  
9 for unique phone numbers with California area codes for calls that lasted more than 9 seconds,  
10 determining that there were 8,511 such phone numbers. It is also worth noting that the records  
11 reflect that Defendant ceased call recording on June 8, 2019.

12 9. The Parties did not engage in settlement negotiations prior to mediation. On  
13 February 15, 2022, the Parties attended an all-day mediation with well-respected mediator Hon.  
14 Joe Hilberman (Ret.). With the assistance of Judge Hilberman (ret.), who assisted the Parties in  
15 determining the burdens, uncertainty, and risks inherent in the Action, the Parties reached an  
16 agreement to settle the matter. The Parties concluded that further prosecution and defense of the  
17 Action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and  
18 beneficial that the Action now be fully and finally compromised, settled and terminated in the  
19 manner and upon the terms and conditions set forth in the Settlement Agreement.

20 10. Defendant strongly contested both the legal and factual issues in this matter.  
21 Defendant further contested class certification on numerous grounds. It is also worth mentioning  
22 that there were legitimate financial challenges at issue, as Defendant is a relatively small  
23 company.

24 11. With Judge Hilberman's guidance, a Settlement Agreement and Release  
25 ("Settlement Agreement") was ultimately agreed upon in principle by the Parties. Attached  
26 hereto as Exhibit A is a true and correct copy of the Settlement Agreement.

#### 27 SETTLEMENT TERMS AND CLASS DEFINITION

28 12. Pursuant to the Settlement Agreement (the "Agreement"), those persons in the  
Settlement Class (defined below) will submit a valid claim form and receive a pro rata  
distribution from the Settlement Fund after payment of administration costs, attorneys' fees,  
costs of litigation, and any incentive payment.

13. As part of that Agreement, Defendant will make a Payment of \$275,000 as the

1 settlement benefits (the “Settlement Fund”) for all approved claims. Defendant will also pay all  
2 attorneys’ fees and expenses, and costs of notice and claims administration from the Settlement  
3 Fund.

4 14. Available Settlement Funds will be apportioned in the form of a check mailed to  
5 all Settlement Class Members who submit valid claim forms. The amount of the check received  
6 by each such claimant will be calculated on a pro rata basis by deducting all attorney’s fees,  
7 costs, administration expenses and incentive award distributions from the net Settlement Fund,  
8 and dividing the remainder by the total number of valid claims submitted by Settlement Class  
9 Members. The Claims Administrator will send payment via mail by check to each such  
10 claimant.

11 15. The Class or Settlement Class Members refers to:

12 *“All California residents who, between April 8, 2019 and June 7,  
13 2019, had a call with Defendant that lasted more than nine (9)  
14 seconds and whose call was recorded.”* (Agreement § 2.1)

15 16. Plaintiff contends that the class as so defined satisfies the requirements of  
16 Certification for Settlement Purposes because all persons in the Settlement Class are persons  
17 who participated in recorded phone conversations with TF on their phones between April 8, 2019  
18 and June 7, 2019. The end of the Class Period is June 7, 2019 because Defendant stopped its  
19 recording practices at that time. The total number of phone numbers participating in relevant  
20 calls were 8,511. This was confirmed in discovery by Plaintiff. Furthermore, Defendant  
21 contemporaneously logged these phone numbers as part of its business practices such that the  
22 records were accurate. The Parties agreed to settle all calls, including both cellphone calls (as  
23 alleged in the FAC) and landline calls for which calls would arguably violate Cal. Pen. C. § 632  
24 if the calls included “confidential information.” The Settlement Class includes California  
25 residents who had a call with Defendant and includes both cellphones and landlines—where the  
26 FAC only includes cellphones. While the Settlement Class could have in theory been narrowed  
27 to just cellphones through a scrub, Plaintiff considered it advantageous to include this broader  
28 group of people for a larger Settlement Fund, particularly as these additional individuals have  
claims that arise out of the same IPA—just out of § 632 instead of § 632.7.

17. Settlement Class Member contact information will be disclosed to the claims  
administrator to create a Notice Database.

18. The Parties propose that Postlethwaite & Netterville (“P&N”) be appointed as  
claims administrator. P&N specializes in providing administrative services in class action

litigation, and has extensive experience in administering consumer protection and privacy class action settlements. P&N has administered other classes similar to this one in which reverse look-ups are necessary. The bid made by P&N was in line with bids we have received in other similar cases on a per class member basis and thus was fair.

19. The Settlement Class Members for whom address information is known will be sent a direct mail postcard notice explaining they are entitled to receive settlement benefits. For Settlement Class Members for whom Defendant does not have a valid mail address, a reverse lookup and/or skip trace will be conducted by P&N to determine a valid address, and then they will be sent a direct mail postcard.

20. Settlement Class Members will be informed that in order to receive monetary payment, they must submit a valid Claim Form. Those individuals who submit a valid claim form are members of the Class and are entitled to a monetary payment.

21. Settlement Class Members will be required to submit a claim to be part of the Settlement. Defendant has detailed potential information from leads including name, address, email address, and phone number for most Settlement Class Members. P&N will also be verifying mailing addresses using reverse lookups where needed. As a result, it is anticipated that Settlement Class Members will be easy to reach with both Notice and payment. In our experience, direct targeting of notice in this manner is the best way of notifying the class and class counsel will not be taking other actions to encourage claim submission other than having drafted this claims process which makes submission as simple as possible for Settlement Class Members.

22. The claims administrator shall establish and maintain a Settlement Website that (i) enables Settlement Class Members to submit a claim and access and download the Class Notice and Claim Form, (ii) provides contact information for Class Counsel, (iii) and provides access to relevant documents. Such documents shall include the Settlement Agreement and Class Notice, the Preliminary Settlement Approval Order, a downloadable Claim Form for anyone wanting to print a hard copy and mail in the Claim Form, a downloadable Opt Out Form for anyone wanting to print a hard copy and mail in the Opt Out Form, the Complaint, a list of frequently asked questions and answers, and when filed, the Final Settlement Approval Order. The Class Notice shall include the address (URL) of the Settlement Website, which is [www.tfreordingsettlement.com](http://www.tfreordingsettlement.com). The claims administrator shall maintain the Settlement Website until at least 30 days following Final Approval of the Settlement.

23. By the date required by the Court to send out notice, the claims administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number shall be maintained until thirty (30) days after the Claims Deadline.

ADEQUACY OF SETTLEMENT

24. Defendant shall provide class benefits of \$275,000. The Settlement Class Members who submit a valid Claim Form stand to receive a cash payment from the Settlement Fund in the form of a check per Approved Claim, on a pro rata basis after deducting Settlement Costs.

25. Costs of litigation, notice, claims administration and attorneys' fees are being paid by the Defendant from the Settlement Fund.

26. Any incentive payment awarded to the Representative Plaintiff, any attorneys' fees and costs awarded to Class Counsel and certain expenses including Claims Administration Costs, are to be paid from the Settlement Fund by Defendant as follows:

Administration Expenses and payment of notice, estimated by P&N are anticipated to be approximately \$60,000.00.

Attorneys' fees to Class Counsel, as approved by the Court, up to \$91,666;

Costs to Class Counsel, as approved by the Court, up to \$10,000; and

Incentive/Service Award to Representative Plaintiff in an amount up to \$5,000.

If the maximum amount were to be expended on each category, there will be approximately there will be approximately \$108,334 to be distributed *pro rata* to the Settlement Class. At a 100% claims rate, this would be approximately \$12.73 per Settlement Class Member. At a 10% claims rate, this would be \$127.28 per Settlement Class Member.

27. The costs of notice by mail and claims administration will be paid as part of the Settlement Fund.

28. The proposed Settlement contemplates that Class Counsel will request an incentive award in the amount of \$5,000 to Mr. Fabricant, as proposed by Class Counsel, subject to Court approval. Defendant has agreed not to oppose a request for such incentive award in the agreed-upon amount.

29. The proposed Settlement contemplates that Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees, costs, and expenses to be paid from within the Settlement Fund. Defendant has agreed not to oppose an application by Class Counsel for an award of attorneys' fees and costs up to \$91,666 from the Settlement Fund, which represents

1 approximately 33.33% of \$275,000. I believe the excellent results of this Settlement warrant  
2 attorney's fees in this amount, as well as the risk my law firm undertook in litigating this matter,  
3 and it will be supported at an appropriate time by a lodestar cross-check. Class Counsel also  
4 intends to request that the costs of Notice and Claims administration be paid from the Settlement  
5 Fund.

6 30. As Defendant maintains physical address information for many of the Settlement  
7 Class Members called by Defendant, Class Notice is to be provided by mail to all persons with  
8 valid addresses. A reverse lookup will be conducted by P&N for all individuals for whom  
9 Defendant does not maintain address information. A direct mail notice will be sent to those  
10 individuals for whom address information can be located by P&N.

11 31. The \$275,000 in Settlement Fund shall pay for the Settlement. Class Counsel have  
12 prepared a direct mail postcard notice, a true and correct copy of which is attached hereto as  
13 Exhibit B. Class Counsel have also prepared a formal lengthy Notice in a Question & Answer  
14 format to be posted on the Settlement Website that will be created upon preliminary approval of  
15 this class action settlement by the Court. A true and correct copy of the long form notice is  
16 attached hereto as Exhibit C.

17 32. Defendant participated in the drafting of these notices, by making minor  
18 comments and sending redlined changes to Class Counsel, all of which were accepted.  
19 Defendant also participated in the drafting of the Motion for Preliminary Approval by making  
20 minor revisions and edits, all of which were accepted. My understanding is that the Motion is  
21 uncontested.

22 33. Those notices adequately inform the Settlement Class Members about the  
23 settlement and their rights to opt out or object to the Settlement. I believe the proposed notice  
24 complies with any notice requirements. P&N, the Parties' proposed claims administrator, will  
25 use the records from Defendant to send out the direct mail notice within thirty (30) days of  
26 preliminary approval, where possible.

27 34. Settlement Class Members will be required to submit a claim in order to receive  
28 settlement benefits. A claims process is necessary because the Parties do not have current, full  
contact information for every Settlement Class Member, instead having a combination of  
telephone numbers, dates of calls, and names. Accordingly, claims forms will be sent to  
individuals associated with the telephone numbers on the dates of the calls (or the lead  
information for those calls which may include names and addresses) and those individuals may

confirm that they were the users of those phone numbers and received the calls at issue. As examples of potential claims rates, in *Sheena Raffin v. Mediacredit, Inc.*, Case No. 2:15-cv-04912-MWF (C.D. Cal.), there was a 8.5% claims rate (944 claims / 11,048 class members). In *Jonathan Lizama v. Medical Data Systems, Inc.*, Case no. 34-2017-00210986-CU-NP-GDS (Sacramento Super. Ct.), there was a 6.63% claims rate (5,116 claims / 77,189 class members). Plaintiff's counsel would anticipate a similar claims rate here given the nature of the data and recency of the calls.

35. I am unaware of any conflict of interest between Plaintiff and any putative class member or between Plaintiff and Plaintiff's attorneys.

36. I am unaware of any competing litigation.

#### RISKS OF CONTINUED LITIGATION

37. Taking into account the burdens, uncertainty and risks inherent in this litigation, Class Counsel have concluded that further prosecution of this action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the class that the action now be fully and finally compromised, settled and terminated in the manner and upon the terms and conditions set forth in the Settlement Agreement.

38. In particular, had this matter not resolved at mediation, Plaintiff would have had to engage in further formal discovery, including depositions and subpoena discovery against the dialer provider, which would have been costly and time consuming. After discovery was completed, Plaintiff would have had to move for Class Certification, which would have taken multiple months to be briefed and heard. While Plaintiff was confident in the merits of this matter, Class Certification would have posed a significant risk because it is at the discretion of the Court and Defendant would have been able to raise multiple defenses, including that the IPA only applies to California residents and California phone area codes do not inherently indicate someone was a California resident at the time of the call and that there was no effective way to determine whether someone actually spoke on a call and thus was recorded. Plaintiff would have responded that the first issue is an "opt out" issue where class members could affirm they were California residents and the latter could be handled by sorting by call length. Regardless, these presented significant risks to both obtaining class action status and maintaining it.

39. The named Plaintiff and his counsel believe that the claims asserted in the action have merit. However, taking into account the risks of continued litigation, as well as the delays and uncertainties inherent in such litigation including the risks in any subsequent appeal, they



1 believe that it is desirable that the action be fully and finally compromised, settled and  
2 terminated now with prejudice, and forever barred pursuant to the terms and conditions set forth  
3 in this Settlement Agreement. Class Counsel have concluded that with the Settlement Benefit  
4 and with the deterrent effects of the this Settlement, the terms and conditions of this Settlement  
5 Agreement are fair, reasonable and adequate to the proposed class, and that it is in the best  
6 interests of the proposed class to settle the Action.

7 40. Further recent developments in case law under the IPA, show substantial risks  
8 regarding both merits and certification issues, and were given due weight in settlement  
9 discussions. Given a class of 8,511, the maximum exposure would be \$42.5 million (8,511 \*  
10 \$5,000). This amount is also inclusive of all telephone numbers and thus claims under both Cal.  
11 Pen. C. §§ 632 & 632.7. Cal. Pen. C. § 632 has unique defenses because it only applies to  
12 confidential communications—and thus requires an analysis of whether the communications  
13 were confidential which can defeat both class certification and the merits. A judgment of \$42.5  
14 million would be financially ruinous to almost any small business, including Defendant.  
15 Certification of the class or substantial litigation would unquestionably have forced the company  
16 into bankruptcy in our view. A settlement for terms that either had a larger fund or different  
17 distribution timeline would not have been feasible.

18 41. As such, it is my belief as class counsel that this Settlement represents an  
19 outstanding result for the Class. The result that was achieved is highly favorable in my opinion  
20 to the Class, and was achieved without subjecting Settlement Class Members to the risks and  
21 delay associated with further litigation.

22 42. A settlement was finalized, agreed upon by all Parties and counsel and a formal  
23 Settlement Agreement was executed. This motion for preliminary approval of class action  
24 settlement followed, which Defendant has agreed in the Settlement Agreement not to oppose.

#### 25 CLASS COUNSEL'S EXPERIENCE

26 43. The Law Offices of Todd M. Friedman, P.C. seeks appointment as Class Counsel  
27 in this Action. I am informed and believe that Class Counsel are qualified and able to conduct  
28 this litigation as a class action.

44. As one of the main plaintiff litigators of consumer rights cases in Southern  
California, I have been requested to and have made regular presentations to community  
organizations regarding debt collection laws and consumer rights.

1 45. I have extensive experience prosecuting cases related to consumer issues. My  
2 firm, The Law Offices of Todd M. Friedman, P.C., in which I am a principal, has litigated over  
3 1000 individual based consumer cases and litigated over 100 consumer class actions. These  
4 class actions were litigated in federal courts in California, as well as California State Courts.  
5 Approximately 100% percent of my practice concerns consumer litigation in general, with  
6 approximately 90% of my class action experience involving consumer protection, and  
7 approximately 10-20% percent of my class action practice involves litigating claims under the  
8 CIPA.

9 46. My firm has been approved by courts as adequate class counsel on numerous  
10 occasions and is highly experienced in litigating CIPA class actions. In fact, my office certified  
11 two CIPA class actions by contested motion: *Zaklit et. al. v. Nationstar Mortgage, LLC*, 2017  
12 WL 3174901 (C.D. Cal. July 24, 2017); *Raffin v. Mediacredit, Inc.*, 2017 WL 131745 (C.D. Cal.  
13 Jan. 3, 2017). Both cases later settled for multiple millions of dollars on a class-wide basis.

14 47. Additionally, my firm has settled and litigated many additional CIPA class  
15 actions, including through appeal. Just recently, we petitioned the California Supreme Court to  
16 hear a novel CIPA issue that had the potential to completely gut the Invasion of Privacy Act  
17 which would have had the effect of dismantling Plaintiffs' ability to certify class actions under  
18 this law if the petition was denied. The Supreme Court unanimously granted our petition for  
19 review. My associate Tom Wheeler and partner Adrian Bacon drafted the briefs with Mr.  
20 Bacon arguing the case, and we secured a unanimous ruling in favor of consumer rights,  
21 overturning the Court of Appeal Order. See *Smith v. LoanMe, Inc.*, (Cal. S.Ct. 2021) 11  
22 Cal.5th 183. We also reversed a dismissal in another CIPA appeal in the case of *Monzon v.*  
23 *Atlantic Credit & Finance*, Case No. B302501 (Ct. App. Second District Div. 8).

24 48. I do not think it would be an exaggeration to say that my firm is currently  
25 comprised of the leading Plaintiffs side legal experts on CIPA. We've heavily litigated more  
26 class actions under this law than any other firm of which I am aware, and judging by available  
27 case law available on Westlaw and PACER.

28 49. Therefore, my experience in litigating class actions and my years in practice  
allow me to provide outstanding representation to the Settlement Class. I will continue to strive

to fairly, responsibly, vigorously and adequately represent the putative class members in this action.

50. I am unaware of any conflicts of interest between Plaintiff and putative class members and between proposed class counsel and the other parties to this litigation.

51. The Law Offices of Todd M. Friedman has served as plaintiff's counsel in at least the following class actions where a settlement was reached on a class-wide basis and has achieved over \$300,000,000 in class-wide relief for consumers and employees.

- a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-wide settlement of \$3 million to \$4 million; final approval granted);
- b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) (\$8.475 million class-wide settlement achieved; final approval granted);
- c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide settlement of \$1.5 million achieved; final approval granted);
- d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.) (common fund class-wide settlement of \$400,000 to \$750,000; final approval granted);
- e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB (S.D. Cal.) (class-wide settlement with common fund of \$6.125 million achieved; final approval granted);
- f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common fund of \$1 million in class-wide relief achieved; final approval granted);
- g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.) (class-wide settlement achieved; final approval granted);
- h. *Gerich et al. v. Chase Bank USA et al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-wide settlement of \$34 million; final approval granted);
- i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide settlement of \$1,188,110; final approval granted);
- j. *Medeiros v HSBC*, (common fund settlement of \$4.5 million - \$6.5 million achieved; final approval granted);
- k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-PSG-FFMx (class-wide settlement; final approval granted);

- 1           l.       *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS (class-  
2           wide settlement in TCPA case, with common fund of \$2.5 million to \$5 million  
3           and average per class member payment of \$500; final approval granted);
- 4           m.       *Andrew Roseman v. BGASC, LLC, et al.*, Case No. EDCV 15-1100-VAP (SPx)  
5           (C.D. Cal.) (class-wide relief achieved; final approval granted);
- 6           n.       *Everado Gonzalez v The Scotts Company*, Case No. BC577875, Consolidated  
7           with Case No: BC570350 (LASC) (class-wide settlement of \$925,000 in wage  
8           and hour class action on behalf of approximately 603 employees achieved; final  
9           approval granted);
- 10          o.       *Payton v Luxe Valet*, Case No. BC588462 (LASC) (\$2.4 million class-wide  
11          settlement on behalf of 1,800 employees misclassified as independent contractor;  
12          final approval granted);
- 13          p.       *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (EFTA  
14          class action involving no cognizable actual damages, with company net worth of  
15          \$25 million, settled for non-reversionary common fund of \$457,000, despite  
16          liability under 15 U.S. Code § 1693m(a) likely being only \$250,000; zero  
17          objections; final approval granted);
- 18          q.       *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.)  
19          (TCPA class action; final approval granted);
- 20          r.       *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.) (Penal  
21          Code 632 class action; final approval granted);
- 22          s.       *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (Santa Cruz  
23          County Superior Court) (PAGA and Labor Code class action; final approval  
24          granted);
- 25          t.       *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC) (UCL, FAL  
26          and CLRA class action alleging false advertising for real estate educational  
27          courses, non-reversionary common fund settlement for over \$600 per class  
28          member; final approval granted);
- u.       *Eubank v Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA  
          (PAGA settlement reached in wage and hour action on behalf of pest control  
          technicians; final approval granted);

- 1 v. *Holland v Tenet Healthcare Corporation*, Case No. 15CVP0226 (Superior Court  
of San Luis Obispo County) (PAGA settlement reached in wage and hour action  
2 on behalf of nurses; final approval granted);
- 3 w. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx)  
4 (class-wide settlement in TCPA class action, settled for \$1.225 million; final  
approval granted);
- 5 x. *Miler v Pacific Auto Wash Partners*, Case No. 30-2015-00813013-CU-OE-CXC  
6 (wage and hour class action; final approval granted);
- 7 y. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-06282-  
8 JAK-GJS (FDCPA/RFDCPA letter class action, settled on class wide basis; final  
9 approval granted);
- 10 z. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-OE-CXC  
11 (LASC) (PAGA and Labor Code class action; final approval granted);
- 12 aa. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-EJF (N.D.  
13 UT) (TCPA class action MDL involving solicitation prerecorded voice calls  
14 made by a third party, vicarious liability alleged; final approval granted).
- 15 bb. *Sheena Raffin v Medicredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW  
16 (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H.  
17 King Ret under Rule 23(b)(2) and (b)(3) by contested motion on behalf of 11,000  
18 class members whose calls were recorded without knowledge or consent, settled  
for \$5 million; final approval granted);
- 19 cc. *Fernandez v Reliance Home Services, Inc. Case No. BC607572 Los Angeles*  
20 *Superior Court* (wage and hour plus PAGA class action; final approval granted);
- 21 dd. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS  
22 (C.D. Cal.) (CLRA class action certified by contested motion on behalf of tens of  
23 thousands of consumers who purchased printer that was falsely advertised to  
24 include Smart Install feature, settled on a wider multi-state, multi-product basis;  
final approval granted);
- 25 ee. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No. BC700131 Los  
26 Angeles County Superior Court (wage and hour plus PAGA class action; final  
27 approval granted);
- 28

- 1 ff. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-DOC-KES  
(TCPA fax blast class action, settled on class-wide basis; final approval granted);
- 2 gg. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-01654-DOC-  
3 JCG (wage and hour class action for off the clock work, settled on class-wide  
4 basis; final approval granted);
- 5 hh. *Weinberg v Clarient, Inc.* Case No. 56-2017-00494914-CU-NP-VTA Ventura  
6 County Superior Court (Rosenthal Fair Debt Collection Practices Act class  
7 action settled on behalf of 1,830 class members for privacy infringements  
8 through clear envelope debt collection letters; final approval granted);
- 9 ii. *Aliav v Sunset Eats, LLC*, Case No. BC655401 Los Angeles Superior Court  
10 (false advertising class action on behalf of approximately 10,000 consumers,  
11 settled on class-wide basis; final approval granted);
- 12 jj. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-  
13 KK (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by contested  
14 motion under Rule 23(b)(2) and (b)(3) on behalf of over 40,000 class members  
15 whose calls were recorded without knowledge or consent; final approval  
16 granted);
- 17 kk. *Mark Silva v. Olson and Co. Steel*, Case No. 17CV001045 (Contra Costa County  
18 Superior Court) (wage and hour class action settled on behalf of 563 class  
19 members, final approval granted);
- 20 ll. *Cohen v. Coca-Cola Refreshments, USA, Inc.*, Case No. 2:19-cv-04083-JAK  
(PLAx) (C.D. Cal.) (wage and hour class action settlement on behalf of trucking  
21 employees; preliminary approval granted);
- 22 mm. *Manopla v. Home Depot USA, Inc.* Case No. 15-1120 (D. N.J.) (TCPA class  
23 action; final approval granted);
- 24 nn. *Cawthorne v Rush Truck Centers of California, Inc.* Case No. 5:17-cv-01541-  
25 JGB-SP (wage and hour class action on behalf of 560 employees; final approval  
26 granted);
- 27 oo. *Lizama v Medical Data Systems, Inc.* Case No. 34-2017-00210986-CU-NP-GDS  
28 (Sacramento County Superior Court) (Penal Code 632.7 class action alleging  
illegal call recording, settled for \$2.2 million on behalf of over 30,000  
consumers, final approval granted);

- 1 pp. *Romano v SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM (wage and hour class  
2 action for independent contractor misclassification, settled for \$2.5 million on  
3 behalf of 230 employees, final approval granted);
- 4 qq. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D.  
5 Cal.) (TCPA class action certified on behalf of approximately 2,000,000 class  
6 members under Rule 23(b)(2) and 23(b)(3), subsequently settled on a Rule  
7 23(b)(2) and 23(b)(3) basis, final approval granted);
- 8 rr. *Walsh v Fry's Electronics, Inc.* Case No. MSC18-01681 (Contra Costa County  
9 Superior Court) (Gift Card Act, CLRA, UCL, FAL class action settled for class-  
10 wide public injunctive relief; final approval granted);
- 11 ss. *In RE HP Firmware Update Litigation*, Case No. 5:16-cv-05820-EJD (N.D.  
12 Cal.) (co-lead class counsel in consolidated Unfair Competition class action  
13 alleging HP pushed a firmware update on consumers' printers that blocked their  
14 ability to use third party ink cartridges, preliminary approval granted; final  
15 approval granted);
- 16 tt. *Nishimoto v T&S Business Corporation*, Case No. 34-2017-00211426  
17 (Sacramento County Superior Court) (wage and hour and PAGA class action on  
18 behalf of janitorial workers; final approval granted);
- 19 uu. *Rodriguez v. Experian Information Solutions, Inc. et al.* Case No. 2:15-cv-  
20 01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified  
21 under Rule 23 by contested motion, and settled on class-wide basis, final  
22 approval granted);
- 23 vv. *Ahmed v HSBC Bank USA*, Case No. 5:15-cv-02057-FMO (SPx) (C.D. Cal.)  
24 (TCPA class; final approval granted);
- 25 ww. *Garcia et al. v. HMS Host, Inc.*, Case Jo. 17-cv-03069-RS (N.D. Cal.) (wage  
26 and hour class action, final approval granted);
- 27 xx. *Aiken v. Malcolm Cisneros, A Law Corporation*, Case No. 5:17-cv-02462-JLS-  
28 SP (C.D. Cal.) (Fair Debt Collection Practices Act class action, settled on class  
wide basis, preliminary approval granted);
- yy. *Bonilla, et al. v. Windsor Fashion, LLC*, Case No. CIVDS1723088 (wage and  
hour class action settled on behalf of over 5,000 employees, final approval  
granted);

- 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
- zz. *Medina v. Enhanced Recovery Company, LLC*, Case No. 2:15-cv-14342-JEM/MAYNARD (S.D. Fla.) (TCPA class settlement common fund of \$1.45M, final approval granted);
  - aaa. *Pena v. John C Heath Attorney at Law, PLLC*, Case No. 1:18-cv-24407-UU (S.D. FL.) (consolidated TCPA class action, final approval granted);
  - bbb. *Kim v. Tinder, Inc.*, Case No. 2:18-cv-03093-JFW-AS (C.D. Cal.) (Unruh Act class settlement on behalf of 240,000 consumers; granted final approval, case on appeal);
  - ccc. *Griffey v. TA Operating, LLC*, Case No. CIVDS1907259 (San Bernardino County Superior Court) (PAGA settlement \$390,000; final approval granted);
  - ddd. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-MT-CTL (San Diego County Superior Court) (Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* class settlement; final approval granted);
  - eee. *Chavis v. Three Group, Inc.*, Case No. 18STCV08737 (Los Angeles County Superior Court) (wage and hour PAGA settlement on behalf of dancers alleging contractor misclassification; final approval granted);
  - fff. *Fabricant v. AmeriSave Mortgage Corporation*, Case No. 2:19-cv-04659-AB-AS (C.D. Cal.) (\$6.25 million common fund TCPA class action settlement, final approval granted);
  - ggg. *El Nasleh v. California Spaghetti Restaurants, Inc.*, Case No. CIVDS1812587 (San Bernardino County Superior Court) (consolidated wage and hour class action settlement on behalf of restaurant employees settled for \$1.5M, preliminary approval pending);
  - hhh. *Fisher v Osmose Utilities Services, Inc.*, Case No. 1:18-cv-01704-NONE-EPG (E.D. Cal.) (wage and hour class action settlement on behalf of electrical utilities employees, preliminary approval pending);
  - iii. *Nizam v Phiadon International USA, Inc.*, Case No. CGC-20-582322 (San Francisco Superior Court) (wage and hour misclassification class action settlement, preliminary approval pending);



- 1           jjj. *Martinez v Mattucini Plumbing, Inc.*, Case No. 18TRCV00133 (Los Angeles  
2 Superior Court) (wage and hour class action settlement on behalf of plumbers,  
3 preliminary approval pending);
- 4           kkk. *Western Dental Wage and Hour Cases*, JCCP No. 5079 (County of Sacramento)  
5 (consolidated JCCP wage and hour class action settlement, LOTMF acted as lead  
6 liaison counsel on behalf of dental employees, preliminary approval pending);
- 7           lll. *Barron v Paragon Building Maintenance, Inc.*, Case No. BC713754 (Los  
8 Angeles Superior Court) (wage and hour class action settlement on behalf of  
9 janitorial employees, final approval granted);
- 10           mmm. *Randolph v. Amazon.com LLC et. al*, Case No. 37-2017-00011078-CU-OE-CTL  
11 (San Diego County Superior Court) (wage and hour class action settlement on  
12 behalf of delivery drivers, preliminary approval granted final approval granted);
- 13           nnn. *Barnett v Trigram Education Partners, LLC*, Case No. ESX-L-006106-20 (N.J.  
14 Superior Court county of Essex) (wage and hour class action settlement on  
15 behalf of university employees, preliminary approval pending);
- 16           ooo. *Dilworth v Hong Holdings, LLC* Case No. 19STCV24101 (Los Angeles Superior  
17 Court) (consolidated wage and hour class action settlement on behalf of gas  
18 station employees, preliminary approval pending);
- 19           ppp. *Winters v Two Towns Ciderhouse, Inc.* Case No. 20-cv-00468-BAS-BGS (S.D.  
20 Cal.) (nationwide false advertising class action settlement on behalf of  
21 consumers who purchased mislabeled products, preliminary approval granted,  
22 final approval granted);
- 23           qqq. *Vaccaro v Super Care, Inc.*, Case No. 20STCV03833 (Los Angeles Superior  
24 Court) (CIPA class action settlement on behalf of over 50,000 consumers,  
25 preliminary approval pending);
- 26           rrr. *Mansour v. Bumble, Inc.*, Case No. RIC1810011 (Riverside Superior Court)  
27 (Largest Unruh Act class settlement in the history of statute, \$70M in classwide  
28 benefits on behalf of 2 million consumers; preliminary approval granted);
- sss. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case No. 2:16-  
cv-00381-CBM-AJW (TCPA class action certified by contested motion, settled  
on classwide basis out of bankruptcy proceeding, preliminary approval granted);

- 1           ttt.    *Hale v. Mana Pro Products, LLC*, Case No. 2:18-cv-00209-KJM-DB (E.D. Cal.)  
(false advertising class action, final approval granted);
- 2           uuu.    *Marko, et al. v. Doordash, Inc.*, Case No. BC659841 (Los Angeles County  
3           Superior Court) (First-filed and co-lead counsel in consolidated gig economy  
4           misclassification class action on behalf of delivery drivers, secured \$100 million  
5           common fund settlement, largest gig economy class settlement to date;  
6           preliminary approval granted); and
- 7           vvv.    *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles  
8           County Superior Court) (certified class by contested motion under Credit Repair  
9           Organization Act, California Credit Services Act and Federal Credit Repair  
10          Organization Act, preliminary approval pending).

11          52.    In addition to the present case, my firm also certified the following cases as class  
12          actions by contested motion and was appointed class counsel. I wrote the certification briefs for  
13          the majority of these cases:


- 14          a.    *Anne Wolf v. Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS (C.D.  
15          Cal.) (class action certified by contested motion on behalf of tens of thousands of  
16          class members who purchased printer that was falsely advertised to include Smart  
17          Install feature);
- 18          b.    *Caldera v. American Medical Collection Association*, Case No. 2:16-cv-00381-  
19          CBM-AJW (C.D. Cal.) (TCPA class action certified by contested motion);
- 20          c.    *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK  
21          (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and  
22          (b)(3) on behalf of class members whose calls were recorded without knowledge or  
23          consent);
- 24          d.    *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-  
25          MT-CTL (San Diego County Superior Court) (Confidentiality of Medical  
26          Information Act, Cal. Civ. Code § 56, *et seq.*);
- 27          e.    *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.)  
28          (TCPA class action certified on behalf of approximately 2,000,000 class members  
under Rule 23(b)(2) and 23(b)(3));

- 1 f. *Rodriguez v. Experian Information Solutions, Inc., et al.*, Case No. 2:15-cv-01224-  
2 RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified under  
3 Rule 23);
- 4 g. *Sheena Raffin v. Mediacredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW (C.D.  
5 Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H. King Ret.  
6 under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were  
7 recorded without knowledge or consent);
- 8 h. *Stemple v. QC Financial Services Group of California, Inc.*, Case No. 3:12-cv-  
9 01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent  
10 class-wide settlement);
- 11 i. *Abdeljalil v. General Electric Capital Corporation*, Case No. 12-CV-02078-IEG-  
12 RBB (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide  
13 settlement);
- 14 j. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles  
15 County Superior Court) (certified class under Credit Repair Organization Act,  
16 California Credit Services Act and Federal Credit Repair Organization Act).

17 53. There is a fee splitting agreement with Heidarpour Law Firm, PLLC which provides for  
18 them to receive 25% of the attorney's fees earned after costs are deducted. This  
19 agreement is specifically documented in the retainer signed by Plaintiff.

20 54. A true and correct copy of the proposed order granting approval is attached as Exhibit D.

21 I declare under penalty of perjury under the laws of California and the United States of America  
22 that the foregoing is true and correct, and that this declaration was executed on September 13,  
23 2022.

24  
25 By:   
26 Todd M. Friedman, Esq.