

**KAZEROUNI LAW GROUP, APC**  
Abbas Kazerounian, Esq. (SBN: 249203)  
ak@kazlg.com  
245 Fischer Avenue, Unit D1  
Costa Mesa, CA 92626  
Telephone: (800) 400-6808  
Facsimile: (800) 520-5523

**KAZEROUNI LAW GROUP, APC**  
Ryan L. McBride, Esq. (SBN: 297557)  
ryan@kazlg.com  
Aryanna Y. Young  
aryanna@kazlg.com  
2221 Camino Del Rio S., #101  
San Diego, CA 92108  
Telephone: (800) 400-6808  
Facsimile: (800) 520-5523

*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARIA TOBAJIAN; Individually  
and on Behalf of All Others  
Similarly Situated,

Plaintiffs,

v.

ALLSTATE INSURANCE  
COMPANY,

Defendant.

Case No.: 2:23-cv-00753-DMG-PD

**MEMORANDUM OF POINTS  
AND AUTHORITIES IN  
SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, COSTS  
AND INCENTIVE PAYMENT**

Date: January 10, 2025  
Time: 10:00am  
Courtroom: 8C, 8<sup>th</sup> Floor  
Judge: Hon. Dolly M. Gee

[File concurrently with  
Declaration of Abbas  
Kazerounian; Declaration of Ryan  
L. McBride; Declaration of  
Aryanna Young]



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

**KAZEROUNI**  
LAW GROUP, APC

1 **I. INTRODUCTION**

2 Pursuant to the Court’s June 21, 2024 preliminary approval order (Dkt. No.  
3 45), plaintiff Maria Tobajian (“Plaintiff”) submits this timely motion for attorneys’  
4 fees, costs and incentive payment in connection with the proposed settlement.

5 According to Federal Rules of Civil Procedure, “[i]n a certified class action,  
6 the court may award reasonable attorneys’ fees and nontaxable costs that are  
7 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23. As noted by  
8 Plaintiff’s motion for preliminary approval of class action Settlement (Dkt. No. 40),  
9 which was approved by this Court (Dkt. No. 45), the Settlement Agreement in this  
10 action resulted from extensive arm’s length negotiations, including mediation before  
11 Hunter Hughes, Esq. of Hunter Hughes Alternative Dispute Resolution. The arm’s  
12 length negotiations, especially those before a seasoned mediator, serve as  
13 “independent confirmation” of the reasonableness of the settlement’s terms  
14 including at the very least the costs and incentive award sought by this Motion. *See*  
15 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998).

16 The reasonableness of the requested fees is supported by the common fund  
17 doctrine approach. Through this fee petition, for which defendant Allstate Insurance  
18 Company (“Defendant” or “Allstate”) takes no position, Plaintiff seeks Court  
19 approval of the agreed-upon amounts as follows: (1) an incentive award to Plaintiff  
20 in this action of \$3,000.00; and (3) attorneys’ fees and costs of \$990,000. These  
21 amounts are to be paid by Defendant under the Agreement. *See* Agr. ¶ 4.

22 As more thoroughly stated herein and as detailed in the supporting  
23 declarations filed herewith, these sums are fair and reasonable and they are  
24 comparable to attorney’s fees and costs awards in similar CIPA class settlements.

25 **II. SUMMARY OF PLAINTIFF’S COUNSELS’ ATTORNEYS’ FEES**

26 Federal Rules of Civil Procedure provide that “[i]n a certified class action,  
27 the court may award reasonable attorneys’ fees and nontaxable costs that are  
28 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h) (emphasis



1 added).

2 **A. COMMON FUND DOCTRINE**

3 A court may award reasonable attorneys' fees and costs in certified class  
4 actions where they are authorized by law or by the parties' agreement. Fed. R. Civ.  
5 P. 23(h). In common fund cases, the Ninth Circuit requires district courts to assess  
6 fee awards using either the "percentage of the fund" method or the "lodestar"  
7 method. *Fischel v. Equitable Life Ass. Soc'y of U.S.*, 307 F.3d 997, 1006 (9th Cir.  
8 2002). While courts have discretion to apply either method, the "use of the  
9 percentage method in common fund cases appears to be dominant." *In re*  
10 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008).

11 The Common Fund doctrine dictates that "a litigant or a lawyer who recovers  
12 a common fund for the benefit of persons other than himself or his client is entitled  
13 to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*,  
14 444 U.S. 472, 478, 100 S. Ct. 745, 62 L. Ed. 2d 676 (1980). The common fund  
15 doctrine is properly applied, however, only if "(1) the class of beneficiaries is  
16 sufficiently identifiable, (2) the benefits can be accurately traced, and (3) the fee  
17 can be shifted with some exactitude to those benefitting." *Paul, Johnson, Alston, &*  
18 *Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989) (citations omitted). "The criteria  
19 are satisfied when each member of a certified class has an undisputed and  
20 mathematically ascertainable claim to part of a lump-sum judgment recovered on  
21 his behalf." *Boeing Co. v. Van Gemert*, 444 U.S. at 479. Even when parties have  
22 agreed to a fee award, "courts have an independent obligation to ensure that the  
23 award, like the settlement itself, is reasonable." *In re Bluetooth*, 654 F.3d at  
24 941. Courts may compare the two methods of calculating attorney's fees in  
25 determining whether fees are reasonable. *See Coordinated Pretrial Proceedings in*  
26 *Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 607 (9<sup>th</sup> Cir. 1997).

27 In the Ninth Circuit, the benchmark for fee awards in common fund cases is  
28 25% of the common fund. *In re Bluetooth*, 654 F.3d at 942 ("Where a settlement

KAZEROUNI  
LAW GROUP, APC

1 produces a common fund for the benefit of the entire class, . . . courts typically  
2 calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing  
3 adequate explanation in the record for any 'special circumstances' justifying a  
4 departure."). The percentage may be adjusted according to several factors,  
5 including: (1) the results achieved; (2) the risk involved in undertaking the  
6 litigation; (3) the generation of benefits beyond the cash settlement fund; (4) the  
7 market rate for services; (5) the contingent nature of the fee; (6) the financial burden  
8 to counsel; (7) the skill required; (8) the quality of the work; and (9) the awards in  
9 similar cases. *Vizcaino v. Microsoft Corp.*, 290 F.3d at 1048-49; *Six Mexican*  
10 *Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990).

11 Plaintiff's counsel seeks 30% of the common fund for attorney's fees *and*  
12 costs in the amount of \$990,000, which consists of \$976,594.04 in fees and  
13 \$13,405.96 in costs incurred thus far. While Plaintiff's counsel's lodestar is lower  
14 than the amount comprised by the 30% they are seeking, the excellent result in this  
15 case lends itself to a multiplier should the Court consider the lodestar method.

16 **1. Results Achieved**

17 "Courts have consistently recognized that the result achieved is a major factor  
18 to be considered in making a fee award." *Medeiros v. HSBC Card Servs.*, 2017 U.S.  
19 Dist. LEXIS 178484 (C.D. Cal. Oct. 23, 2017) citing *In re Heritage Bond Litig.*,  
20 No. 02-ML-1475, 2005 U.S. Dist. LEXIS 13627, 2005 WL 1594389, at \*27 (C.D.  
21 Cal. June 10, 2005) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 436, 103 S. Ct.  
22 1933, 76 L. Ed. 2d 40 (1983)); *Vizcaino*, 290 F.3d at 1048 ("Exceptional results are  
23 a relevant circumstance."); *Omnivision*, 559 F. Supp. 2d at 1046 ("The overall result  
24 and benefit to the class from the litigation is the most critical factor in granting a  
25 fee award.").

26 Here, Class Counsel were able to negotiate a state-wide settlement on behalf  
27 of 130,005 persons called by Defendant. (Agreement ¶ 3.6). This settlement  
28 provided much-needed relief to all Class members and the Class representative. The



1 total settlement for \$3,300,000 is an outstanding result. In total, the Class is set to  
2 receive approximately \$2,115,074 in compensation for Allstate's alleged CIPA  
3 violations. Subject to final approval, if there was a 5% claims rate, each Class  
4 member would receive approximately \$173.74 per call received, and the Class  
5 representative is requesting to receive an additional \$3,000.00 for the efforts she  
6 expended in this case.

7 In light of the risks in this case and Allstate's financial status, Class Counsel  
8 have obtained significant relief for the settlement Class Members.

9 **2. Risks Involved**

10 Like all complex cases and class actions, this case was not without its risks.  
11 Although Plaintiffs' counsel felt confident in their case against Allstate, the  
12 defenses articulated by Allstate raised potential obstacles to recovery throughout  
13 the litigation process, including, without limitation, the issues of waiver and statute  
14 of limitations in regards to the merits portion of the case. Further, Defendant likely  
15 would have made the argument that it had policies in place to assure the notices  
16 were given. Finally, Defendant would have likely made arguments relating to  
17 statute of limitations for persons called more than a year prior to the filing of the  
18 complaint.

19 Moreover, in regards to class certification hurdles, Allstate would have  
20 argued there was an individualized inquiry issue. Specifically, Defendant argued  
21 that there would be individualized inquiries as to whether each class member was  
22 given the recording notice. This results in a defense that individual issues are  
23 predominant over class issues, and thus Defendant would argue the class should not  
24 be certified.

25 The merit and class issues would all be contested at the class certification  
26 stage, at the trial stage, and would likely be appealed after trial. Thus, the risk is  
27 great in a case like this.

28 While Plaintiffs' counsel believes this case is a strong CIPA class action, no

1 case is fool-proof, and all cases (especially class actions) have inherent risks. This  
2 factor therefore favors the requested fee award.

3 **3. Generation of Benefits Beyond Cash**

4 This factor is neutral and does not apply to this class settlement as an  
5 injunctive relief would not have been appropriate in this case due to policies already  
6 put in place by Defendant.

7 **4. Market Rate for Services**

8 “[C]ourts in this circuit, as well as other circuits, have awarded attorneys’ fees  
9 of 30% or more in complex class actions.” *In re Heritage Bond Litig.*, No. 02-ML-  
10 1475, 2005 U.S. Dist. LEXIS 13555, 2005 WL 1594403, at \*19 & n.14 (C.D. Cal.  
11 June 10, 2005). The percentage of the common fund request here is comparable to  
12 awards in similar cases. *See Medeiros v. HSBC Card Servs.*, 2017 U.S. Dist. LEXIS  
13 178484 (C.D. Cal. Oct. 23, 2017) (Awarding 33.33% of the \$13 million common  
14 fund settlement in a CIPA case); *see also Franklin v. Ocwen Loan Servicing, LLC*,  
15 2022 U.S. Dist. LEXIS 158711 (N.D. Cal.) (Awarding 33.33% of the \$1.5 million  
16 common fund settlement in a CIPA case); *see also Ronquillo-Griffin v. TransUnion*  
17 *Rental Screening*, 2019 U.S. Dist. LEXIS 79021 (S.D. Cal.) (Approving attorney’s  
18 fees of 26.95% of the common fund award in a CIPA case). Here, the requested rate  
19 of recovery of 30% is reasonable pursuant to CIPA case precedent in the Ninth  
20 Circuit.

21 **5. Contingent Nature of the Fee**

22 The risk inherent in contingency representation is a critical factor. Here,  
23 Class Counsel took this matter on a contingency fee basis. Kazerounian Decl., ¶ 18.  
24 This factor supports the fee request, as Class Counsel have incurred over 280 hours  
25 of work since the complaint was filed on February 1, 2023) and thousands of dollars  
26 of costs (\$13,405.96 as of August 30, 2024) without the guarantee they would  
27 obtain a recovery. The Ninth Circuit stresses that “[i]t is an abuse of discretion to  
28 fail to apply a risk multiplier when...there is evidence that the case was risky.”

KAZEROUNI  
LAW GROUP, APC



1 *Fischel v. Equit. Life Assurance Soc’y*, 307 F.3d 997, 1008 (9th Cir. 2002); *see also*  
2 *Glass v. UBS Fin. Servs., Inc.*, 2007 WL 221862, \*16 (N.D. Cal. 2007).

3 **6. The Financial Burden to Counsel**

4 As discussed above, Class Counsel have spent over a 280 hours of work on  
5 the case spreading the work between three attorneys at the firm, including two  
6 partners and an associate. In addition, Class Counsel have spent \$13,405.96 in hard  
7 costs to this point, which will increase as a result of the final approval hearing. Thus,  
8 there has been a significant financial burden on Class Counsel.

9 **7. The Skill Required**

10 The skill required to litigate this class action was significant. These types of  
11 complex cases present many challenges that need to be navigated by experienced  
12 counsel. Kazerouni Law Group is very experienced in CIPA consumer actions *See*  
13 *Kazerounian Decl.*, ¶¶ 16-76; *McBride Decl.*, ¶¶ 19-51; *Young Decl.*, ¶¶ 15-21. In  
14 the matter of *Holt v. Foodstate Inc.*, No. 17-cv-637-LM (D.N.H. Jan. 6, 2020), in  
15 which Mr. Kazerounian served as one of Co-Class Counsel, the Court at the final  
16 approval hearing (as reflected by the hearing transcript for that matter) expressed  
17 that “Class counsel are highly qualified and experienced in consumer class actions,  
18 including false advertising claims,” and further stated that Abbas Kazerounian  
19 “[h]as participated in over 50 consumer protection class action suits in the last  
20 several years and he also has received extensive training in consumer protection  
21 litigation, has given presentations on the subject, including teaching a law school  
22 course on consumer law.” Furthermore, In the matter of *Barani v. Wells Fargo*  
23 *Bank, N.A.*, No. 12-cv-02999-GPC-KSC (S.D. Cal. March 6, 2015), the court  
24 opined that the attorneys for the plaintiff at Kazerouni Law Group, APC “are very  
25 seasoned” “in handling ... class actions.” Thus, this factor supports approval of the  
26 attorneys’ fee request.

27 **8. Quality of Work**

28 As discussed above, the quality of work completed by Class Counsel was

1 excellent. Class Counsel were able to use their experience from previous similar  
2 class actions involving CIPA, and successfully navigate a motion to strike, as well  
3 as negotiate a favorable settlement for the Class.

#### 4 **B. ATTORNEY'S FEES**

5 While attorneys' fee provisions included in class action settlements are  
6 subject to the determination of whether the provision is fundamentally fair, adequate  
7 and reasonable, the Ninth Circuit has opined that "the court's intrusion upon what is  
8 otherwise a private consensual agreement negotiated between the parties to a lawsuit  
9 must be limited to the extent necessary to reach a reasoned judgment that the  
10 agreement is not the product of fraud or overreaching by, or collusion between, the  
11 negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and  
12 adequate to all concerned." *Hanlon*, 150 F.3d at 1027, citing *Officers for Justice v.*  
13 *Civil Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir.  
14 1982); *see also, Lundell v. Dell, Inc.*, CIVA C05-3970 JWRS, 2006 WL 3507938  
15 (N.D. Cal. Dec. 5, 2006).

16 In *Hanlon*, the Ninth Circuit went on to state that where settlement terms,  
17 including attorneys' fees, are reached through formal mediation, the Court may rely  
18 upon the mediation proceedings "as independent confirmation that the fee was not  
19 the result of collusion or a sacrifice of the interests of the class." *Hanlon*, 150 F.3d  
20 at 1029. *See also Milliron v. T-Mobile USA, Inc.*, 2009 WL 3345762, at \*5 (D.N.J.  
21 Sept. 14, 2009) ("the participation of an independent mediator in settlement  
22 negotiation virtually insures that the negotiations were conducted at arm's length  
23 and without collusion between the parties"); *Sandoval v. Tharaldson Emp. Mgmt.,*  
24 *Inc.*, 2010 WL 2486346, at \*6 (C.D. Cal. June 15, 2010) ("the assistance of an  
25 experienced mediator in the settlement process confirms that the settlement is non-  
26 collusive"); *Dennis v. Kellogg Co.*, 2010 WL 4285011, at \*4 (S.D. Cal. Oct. 14,  
27 2010) (the parties engaged in a "full-day mediation session," which helped to  
28 establish that the proposed settlement was noncollusive). *See also 2 McLaughlin on*



1 Class Actions, § 6:7 (8th ed.) (“A settlement reached after a supervised mediation  
2 receives a presumption of reasonableness and the absence of collusion”).

3 This Court has stated, “the Settlement has been negotiated in good faith at  
4 arm’s length between experienced attorneys familiar with the legal and factual  
5 issues of the case...” Dkt. No. 45, p. 2. Class Counsel continue to believe and  
6 contend that this settlement was the product of good faith negotiations.

7 Here, this settlement is a result of extensive arm’s length negotiations,  
8 including mediation before Hunter Hughes, Esq. Furthermore, Defendant takes no  
9 position as to Class Counsel’s attorney’s fees, which indicates that there was no  
10 collusion between the parties and Class Counsel’s request is made absent any  
11 coercion. The requested fees are comparable to similar CIPA class settlements.  
12 Thus, Class counsel’s request for attorney’s fees should be granted.

13 **1. Class Counsels’ Hourly Rates Are Reasonable**

14 Class Counsels’ hourly rates are reasonable. In assessing the reasonableness  
15 of an attorney’s hourly rate, courts consider whether the claimed rate is “in line with  
16 those prevailing in the community for similar services by lawyers of reasonably  
17 comparable skill, experience and reputation.” *Blum v. Stevenson*, 465 U.S. 886, 895,  
18 n.11 (1994). *See also Davis v. City and County of San Francisco*, 976 F.3d 1536,  
19 1546 (9th Cir. 1992); and, *Serrano v. Unruh*, 32 Cal. 3d 621, 643 (1982).

20 In a recent class action case in the Central District, Judge Staton found that  
21 hourly rates for Partners between \$625 and \$1,285 were reasonable. *In re Hyundai*  
22 *and Kia Engine Litigation II*, Case No. 8:18-cv-02223-JLS-JDE (C.D. Cal. April 9,  
23 2024). Additionally, Associate rates between \$350 and \$575 were reasonable. *Id.*  
24 Furthermore, courts within the Ninth Circuit have awarded “hourly rates for work  
25 performed in civil cases by attorneys with significant experience anywhere in range  
26 of \$550 per hour to more than \$1000 per hour.” *Scott v. Blackstone Consulting, Inc.*,  
27 2024 U.S. Dist. LEXIS 13025 (S.D. Cal.); *see also Villa v. Astrue*, 2010 U.S. Dist.  
28 LEXIS 6551, 2010 WL 118454, at \*1-2 (E.D. Cal. Jan. 7, 2010) (hourly rate of

KAZEROUNI  
LAW GROUP, APC

1 approximately \$1,197.92 was found to be reasonable); *see also, Palos v. Colvin*,  
2 2016 U.S. Dist. LEXIS 128277, 2016 WL 5110243, at \*2 (C.D. Cal. Sept. 20, 2016)  
3 (approving fees amounting to \$1,546.39 per hour); *Daniel v. Astrue*, 2009 U.S. Dist.  
4 LEXIS 61943, 2009 WL 1941632, at \*2-3 (C.D. Cal. July 2, 2009) (approving fees  
5 amounting to \$1,491.25 per hour); *see also Radford v. Berryhill*, No. EDCV 15-  
6 1723-KK, 2017 U.S. Dist. LEXIS 158014, at \*7-8 (C.D. Cal. Sep. 26, 2017) (“The  
7 Ninth Circuit has found reasonable fees with effective hourly rates exceeding \$900,  
8 and the Central District of California has repeatedly found reasonable fees with  
9 effective hourly rates exceeding \$1,000 per hour.”)

10 Here, the hourly rates for Plaintiff’s counsel are reasonable because they are  
11 commensurate with, the hourly rates approved by this Court and other courts within  
12 the Ninth Circuit for similarly experienced attorneys. Additionally, the requested  
13 rates are proportional to similar previous awards that Plaintiff’s counsel have  
14 received. *See* Kazerounian Decl., ¶¶ 61-72; McBride Decl., ¶¶ 38-48.

15 **2. Detailed Time Records**

16 It is the policy and procedure at Kazerouni Law Group that all attorneys and  
17 staff keep detailed contemporaneous time records. A detailed time log for Abbas  
18 Kazerounian, Ryan L. McBride, and Aryanna Young is available upon request by  
19 the Court. Plaintiff’s Counsel has provided a summary of time spent and requested  
20 hourly rates below:

Attorney/Staff	Hourly Rate	Hours	Lodestar
Abbas Kazerounian	\$975	75.1	\$73,222.50
Ryan McBride	\$550	145.1	\$79,805
Aryanna Young	\$300	48.7	\$14,610
Paralegals/Staff	\$150	16.1	\$2,415
<b>Total:</b>		285	\$170,052.50

27 Additionally, Plaintiff’s counsel estimate that they will incur an additional  
28 \$30,000 in fees from now until after the final approval hearing occurs. Thus,





1 Plaintiff's counsel estimates the total lodestar will be approximately \$200,000.  
2 Therefore, if the Court performs a cross-check of Plaintiff's counsel's lodestar,  
3 Plaintiff's counsel is requesting a multiplier of 4.88. Considering the time, effort,  
4 and skill put into this case, the request is reasonable.

5 **3. Experience of Counsel and Hourly Rates Approved In Other**  
6 **Cases**

7 Plaintiff's counsel here are experienced, highly regarded members of the bar  
8 with extensive expertise in the area of class actions and complex litigation involving  
9 consumer claims like those at issue here. The requested rates are similar to previous  
10 awards that Plaintiff's counsel have received. *See* Kazerounian Decl., ¶¶ 61-72;  
11 McBride Decl., ¶¶ 38-48.

12 **i. Abbas Kazerounian - Partner**

13 Mr. Kazerounian and the Kazerouni Law Group have considerable  
14 experience litigating consumer class actions. *See, e.g.,* Kazerounian Decl., ¶¶ 16-  
15 76. Mr. Kazerounian has also lectured on consumer litigation and is an adjunct  
16 professor at California Western School of Law teaching a consumer law course. He  
17 has also successfully argued numerous appeals before the Ninth Circuit Court of  
18 Appeals in various consumer class actions.

19 Mr. Kazerounian has incurred 75.1 hours in this litigation, as explained in the  
20 accompanying declaration. Mr. Kazerounian has been approved for an hourly rate  
21 of \$900 in *Hellyer et al v. Smile Brands Inc. et al*, 2024 U.S. Dist. LEXIS 8096  
22 (C.D. Cal. Jan. 16, 2024). Additionally, Mr. Kazerounian's hourly rate of \$975 is  
23 pending final approval (conditional order already issued) in *In Re Planned*  
24 *Parenthood Los Angeles Data Incident Litigation*. Kazerounian Decl., ¶ 61. Thus,  
25 Mr. Kazerounian's request for an hourly rate of \$975 is reasonable.

26 **ii. Ryan L. McBride- Partner**

27 Mr. McBride is a Partner at Kazerouni Law Group who has substantial  
28 experience litigating consumer cases. *See* McBride Decl., ¶¶ 19-51 (listing some of

1 the consumer cases worked on and relevant experience).

2 Mr. McBride as incurred 145.1 hours in this litigation, as explained in the  
3 accompanying declaration. Mr. McBride’s hourly rate of \$550 based on his nearly  
4 10 years of experience in complex litigation is reasonable. For more details of Mr.  
5 McBride’s class action experience, see his declaration ¶¶ 19-51.

6 **iii. Aryanna Young - Associate**

7 Ms. Young also has considerable experience litigating consumer class  
8 actions. *See* Young Decl., ¶¶ 15-26 (listing some of the relevant experience). Ms.  
9 Young has incurred 48.7 hours in this litigation, as explained in the accompanying  
10 declaration. Ms. Young seeks an hourly rate of \$300, which is reasonable  
11 considering the market rates for somebody of her experience. Young Decl., ¶ 26.

12 **III. CLASS COUNSELS’ LITIGATION COSTS OF \$13,405.96 ARE**  
13 **REASONABLE**

14 “Reasonable costs and expenses incurred by an attorney who creates or  
15 preserves a common fund are reimbursed proportionately by those class members who  
16 benefit from the settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362,  
17 1366 (N.D. Cal. 1996) (citing *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-392  
18 (1970)). The significant litigation expenses Class Counsel incurred in this case were  
19 necessary to secure the resolution of this litigation. *See In re Immune Response Sec.*  
20 *Litig.*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (finding that costs such as  
21 filing fees, photocopy costs, travel expenses, postage, telephone and fax costs,  
22 computerized legal research fees, and mediation expenses are relevant and necessary  
23 expenses in class action litigation). Based upon the discussion herein, Class Counsel  
24 believe that the costs incurred in this matter are fair and reasonable.

25 The reasonable litigation costs requested of \$13,405.96 (as of approximately  
26 August 26, 2024 are itemized in, and supported by, Kazerouni Law Group’s Costs  
27 Report. *See* Exhibit A.

KAZEROUNI  
LAW GROUP, APC





1  
2 **IV. AN INCENTIVE PAYMENT OF \$3,000 TO THE NAMED PLAINTIFF**  
3 **IS REASONABLE**

4 As the Ninth Circuit has recognized, “named Plaintiffs, as opposed to  
5 designated class members who are not named Plaintiffs, are eligible for reasonable  
6 incentive payments.” *Staton*, 327 F.3d at 977; *Rodriguez v. West Publishing Corp.*,  
7 563 F.3d 948, 958 (9th Cir. 2009) (service awards “are fairly typical in class action  
8 cases”). Such awards are intended to compensate class representatives for work done  
9 on behalf of the class [and] make up for financial or reputational risk undertaken in  
10 bringing the action.” *Id.*<sup>1</sup> Small incentive awards, such as those requested here,  
11 promote the public policy of encouraging individuals to undertake the responsibility  
12 of representative lawsuits. A court should order an incentive award when it finds that  
13 it is not the product of collusion and does not come at the expense of the remaining  
14 members of the class. *Louie v. Kaiser Found. Health Plan, Inc.*, 2008 U.S. Dist.  
15 LEXIS 78314, at \*17-18 (S.D. Cal. 2008).

16 Ms. Tobajian respectively alleges that Allstate violated her CIPA rights by  
17 failing to provide a recording notice before recording calls with Ms. Tobajian. (*See*  
18 *Compl.*, ¶¶ 21-26) Pursuant to California Penal Code § 632.7 (“CIPA”), Plaintiff is  
19 entitled to \$5,000 per violation. Here, the proposed settlement agreement will  
20 compensate the Class Representative \$3,000. As such, the Class Representative is  
21 receiving compensation through this settlement within range of what they would  
22 have potentially received in statutory damages had they pursued this case to trial.

23 In addition to lending her name to this matter, and thus subjecting herself to  
24 public attention, Plaintiff has actively engaged in this action. *See McBride Decl.* ¶ 58.  
25 Plaintiff has personally spent hours engaged in this action, which includes time spent  
26 in pre-litigation investigation, reviewing the complaint, assisting with initial

27 \_\_\_\_\_  
28 <sup>1</sup> *See also Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393-94 (Cal.  
Ct. App. 2010) (explaining purpose of an incentive award).

1 disclosures, assisting with reviewing motions, assisting with the mediation,  
2 reviewing and signing settlement documents, and communicating with Plaintiff's  
3 counsel throughout the litigation. *Id.* at ¶ 59.

4 Plaintiff requests a modest incentive award of \$3,000 as sole compensation  
5 for litigating this action and reaching a state-wide settlement for injunctive relief to  
6 protect consumers from alleged violations of CIPA. The requested incentive award  
7 of \$3,000 for Plaintiff is justified.<sup>2</sup> The Central District has approved similar or  
8 larger incentive awards in CIPA cases. *See e.g., Medeiros* at \*42-43 (approving an  
9 incentive award of \$5,000.00 for several of the class representatives in a CIPA class  
10 action after weighing several factors); *see also Bellinghausen v. Tractor Supply Co.*,  
11 306 F.R.D. 245, 262 (N.D. Cal. 2015) at 266-67 ("In this district, a \$5,000 payment  
12 is presumptively reasonable."). Thus, this amount awarded as a service award is well  
13 in line with similar awards approved by other federal courts.

14 Therefore, the Court should award the named Plaintiff an incentive award of  
15 \$3,000 to be paid by Defendant under the Settlement.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 \_\_\_\_\_  
25 <sup>2</sup> Such compensation provides the economic motivation to induce potential  
26 plaintiffs to lend their names and support to class actions generally. *West v. Circle*  
27 *K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558 at \*26 (E.D.Cal. Oct. 19, 2006). The  
28 same incentive fees further ensure that meritorious actions are prosecuted to  
completion. *Linney v. Cellular Alaska Part.*, 1997 U.S. Dist. LEXIS 24300, at \*23  
(N.D. Cal. 1997).

KAZEROUNI  
LAW GROUP, APC



1 **V. CONCLUSION**

2 For all the foregoing reasons, Plaintiff respectfully requests that the Court  
3 enter an order (i) awarding Class Counsel \$990,000.00 in reasonable attorneys' fees  
4 *and* costs from the settlement payment; (ii) awarding the named Plaintiff an  
5 incentive payment of \$3,000 from the settlement payment. *See* Agr. ¶ 4.<sup>3</sup>

6  
7 Dated: August 30, 2024

**KAZEROUNI LAW GROUP, APC**

8  
9 By: /s/ Ryan L. McBride  
10 RYAN L. MCBRIDE, ESQ.  
11 ATTORNEY FOR PLAINTIFF



12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27 <sup>3</sup> A proposed order will be submitted in connection with the motion for final  
28 approval of class action settlement, which will include a proposal for an award of  
the requested attorneys' fees, costs and incentive payment.

Proof of Service

I caused the foregoing to be filed through the ECF system and also caused it to be emailed to counsel of record for Defendant on August 30, 2024.

Dated: August 30, 2024

/s/Ryan L. McBride  
Ryan L. McBride

**KAZEROUNI**  
LAW GROUP, APC

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





1 **KAZEROUNI LAW GROUP, APC**  
 2 Abbas Kazerounian, Esq. (SBN: 249203)  
 3 ak@kazlg.com  
 4 245 Fischer Ave., Suite D1  
 5 Costa Mesa, CA 92626  
 6 Telephone: (800) 400-6808  
 7 Facsimile: (800) 520-5523

8 **KAZEROUNI LAW GROUP, APC**  
 9 Ryan McBride, Esq. (SBN: 297557)  
 10 ryan@kazlg.com  
 11 Aryanna Young (SBN: 344361)  
 12 2221 Camino Del Rio S., #101  
 13 San Diego, CA 92108  
 14 Telephone: (800) 400-6808  
 15 Facsimile: (800) 520-5523

16 *Class Counsel*

17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**

<p>19 MARIA TOBAJIAN, Individually          20 and on Behalf of All Others          21 Similarly Situated,          22          23 Plaintiffs,          24          25 v.          26          27 ALLSTATE INSURANCE          28 COMPANY,          Defendant.</p>	<p>Case No.: 2:23-cv-00753-DMG-PD</p> <p><b>DECLARATION OF ABBAS          KAZEROUNIAN IN          SUPPORT OF AWARD OF          ATTORNEYS' FEES, COSTS,          AND INCENTIVE PAYMENT</b></p> <p>DATE: January 10, 2025          TIME: 10:00 am          JUDGE: Hon. Dolly M. Gee</p>
---	---

**KAZEROUNI**  
LAW GROUP, APC

**DECLARATION OF ABBAS KAZEROUNIAN**

I, Abbas Kazerounian hereby declare under penalty of perjury that the following is true and correct:

1. I have personal knowledge of the following facts and, if called as a witness, would testify as follows.
2. I am one of the Class Counsel in this action and make this declaration in support of Plaintiffs’ Motion for Final Approval and Motion for Attorneys’ Fees, Costs, and Incentive Payment.
3. Class Counsel completed a significant amount of work on this case, which resulted in a successful class settlement as described herein. I have provided detailed time logs of the time spent on this case, which are attached to Plaintiffs’ fee petition as “Exhibit A.”

**Procedural History**

4. Plaintiff filed her initial Complaint on February 1, 2023 for violation of §§ 632 and 632.7 of California’s Invasion of Privacy Act (“CIPA”).
5. Plaintiff filed her Request to Substitute Defendant Allstate Insurance Company for Defendant The Allstate Corporation on February 17, 2023.
6. The Court granted Plaintiff’s Unopposed Motion for Substitution of Defendant on March 22, 2023.
7. Defendant filed its Motion to Strike Class Allegations and Motion to Dismiss on May 30, 2023, which the Court granted Defendant’s motion to dismiss section 632 claims, and denied Defendant’s motion to strike the class allegations on August 31, 2023.
8. Plaintiff and Defendant then participated in substantial discovery including written discovery and conferring regarding responses.
9. The Parties subsequently participated in mediation led by Hunter Hughes,



1 Esq.<sup>1</sup> of Hughes Alternative Dispute Resolution on December 18, 2023. After  
2 extensive arm’s length negotiations, the parties came to an agreement after a  
3 mediator’s proposal, on January 5, 2024.

4 10.Plaintiff filed a Motion for Preliminary Approval of the Class Action  
5 Settlement, which was granted on June 21, 2024, by the Court.

6 **Class Settlement**

7 11.Based on the facts of this case, I believe this settlement is fair, reasonable,  
8 and adequate; and among other things, the Settlement will avoid costly and  
9 time-consuming litigation and the need for trial.

10 12.In considering the Settlement, Plaintiff, my co-counsel, and I carefully  
11 balanced the risks of continuing to engage in protracted and contentious  
12 litigation against the benefits to the Settlement Class and believe that the  
13 injunctive relief settlement is in the best interests of the Settlement Class  
14 Members.

15 13.I believe that under the circumstances the proposed Settlement is fair,  
16 reasonable, and adequate, and is in the best interests of the Class Members.

17 14.This Settlement was only obtained after the parties engaged in both informal  
18 and formal discovery, extensive arm’s length negotiations, and a settlement  
19 conference before Hunter Hughes, Esq. This matter was regarding allegations  
20 that Defendant violated California Penal Code § 632.7 (“CIPA”).

21 15.I have not been contacted by any of the Attorneys General concerning this  
22 proposed Settlement.

23 **Kazerouni Law Group Practice**

24 16.Kazerouni Law Group APC’s practice is almost exclusively devoted to the  
25 litigation of consumer law, primarily focusing on cases under consumer  
26 protection matters and has nine offices in seven states.

27  
28 <sup>1</sup> <https://hunteradr.com/>

1 17. The firm has litigated over 20,000 cases in the past 15 years.

2 18. On most cases Kazerouni Law Group represents consumers on a contingency  
3 fee, funding all litigation costs, and usually waiting a considerable amount of  
4 time before being paid for services. Kazerouni Law Group took this case on  
5 a. purely contingent basis and has not been paid for any of its services thus  
6 far.

7 19. Below is a brief summary of a non-inclusive list of notable decisions that I  
8 have been involved in:

- 9
- 10 ▪ *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020  
11 U.S. Dist. LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying  
12 defendant's motion to dismiss and motion to compel arbitration of  
13 TCPA case after an evidentiary hearing);
  - 14 ▪ *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG  
15 (BLM) (Served as co-lead counsel for a settlement class of borrowers  
16 in connection with residential or automotive loans and violations of the  
17 TCPA in attempts to collect on those accounts; obtained a common  
18 settlement fund in the amount of \$17,100,000; final approval granted  
19 in 2013);
  - 20 ▪ *Ronquillo-Griffin v. TransUnion Rental Screening Solutions, Inc. et al.*,  
21 No. 3:17-cv-00129-JM-BLM (S.D. Cal. May 9, 2019) (co-lead counsel  
22 in finally approving class action settlement involving claims under Cal.  
23 Pen. Code § 630, *et seq.*);
  - 24 ▪ *Barrow v. JPMorgan Chase Bank, N.A.*, 1:16-cv-03577-AT (N.D. Ga)  
25 (co-lead counsel in finally approved TCPA class settlement for  
26 \$2,250,000);
  - 27 ▪ *Barani v. Wells Fargo Bank, N.A.*, 12-CV-02999-GPC (KSC) (S.D.  
28 Cal.) (Co-lead class counsel in a settlement under the TCPA for the  
sending of unauthorized text messages to non-account holders in



- 1 connection to wire transfers; finally approved on March 6, 2015 for  
2 over \$1,000,000);
- 3 ■ *Holt v. Foodstate, Inc.*, No. 1:17-cv-00637-LM, 2020 U.S. Dist.  
4 LEXIS 7265 (D.N.H. Jan. 16, 2020) (finally approving class action  
5 settlement for alleged false advertising of consumable product,  
6 \$2,100,000, with Abbas Kazerounian and Jason Ibey as co-lead class  
7 counsel);
  - 8 ■ *Delisle v. Speedy Cash*, No. 3:18-CV-2042-GPC-RBB, 2019 U.S.  
9 Dist. LEXIS 96981 (S.D. Cal. June 10, 2019) (denying defendant's  
10 motion to compel arbitration of claims for allegedly charging excessive  
11 APR; remanded on appeal to consider intervening law, decision  
12 pending; I am co-lead counsel);
  - 13 ■ *Oxina v. Lands' End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal. 2016)  
14 (co-lead counsel in finally approved settlement under California Made  
15 in the USA statute);
  - 16 ■ *Kline v. Dymatize Enters., LLC*, No. 15-CV-2348-AJB-RBB, 2016 U.S.  
17 Dist. LEXIS 142774, at \*16 (S.D. Cal. Oct. 13, 2016) (co-lead counsel  
18 in finally approved class action settlement regarding slack fill claim);
  - 19 ■ *Maxin v. RHG & Company, Inc.*, 2017 U.S. Dist. LEXIS 27374 (S.D.  
20 Cal. February 27, 2017) (co-lead counsel in finally approved class  
21 action settlement for \$900,000);
  - 22 ■ *Scheuerman v. Vitamin Shoppe Industries, Inc.*, BC592773 (Los  
23 Angeles Superior Court) (co-lead counsel in finally approved class  
24 action settlement for up to \$638,384);
  - 25 ■ *Fishman v. Subway Franchisee Advert. Fund Tr., Ltd.*, No. 2:19-cv-  
26 02444-ODW (ASx), 2019 U.S. Dist. LEXIS 200710 (C.D. Cal. Nov.  
27 18, 2019) (co-lead counsel; obtained order denying a defendant's  
28

1 motion to dismiss case for lack of personal jurisdiction where  
2 jurisdiction as based on an agency relationship);

- 3 ■ *Meza v. Sirius XM Radio Inc.*, No. 17-cv-02252-AJB-JMA (S.D.Cal.  
4 February 25 2020) (was co-lead counsel; obtained order denying the  
5 defendant's motion to strike class allegations and motion to dismiss  
6 complaint where defendant challenge the constitutionality of the  
7 TCPA);
- 8 ■ *Conner v. JPMorgan Chase Bank, et al.*, 10-CV-1284 DMS (BGS)  
9 (S.D. Cal.) (finally approved \$11,973,558);
- 10 ■ *In Re Jiffy Lube International, Inc.*, MDL No. 2261 (Finally approved  
11 for \$47,000,000.00 in value to the class);
- 12 ■ *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM  
13 (S.D. Cal.) (co-lead counsel in finally approving TCPA settlement for  
14 over \$6,500,000 on March 28, 2016);
- 15 ■ *Fox v. Asset Acceptance, LLC*, 14-cv-00734-GW-FFM (C.D. Cal. July  
16 1, 2016) (co-lead counsel in finally approved TCPA class action for  
17 \$1,000,000; \$200,000 cash and \$800,000 debt relief);
- 18 ■ *Barrett v. Wesley Financial Group, LLC*, 13-cv-00554-LAB-KSC  
19 (S.D. Cal.) (Appointed co-lead class counsel in certified TCPA action);
- 20 ■ *Gehrich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (finally approved  
21 for \$34,000,000);
- 22 ■ *Macias v. Water & Power Community Credit Union*, BC515936 (Los  
23 Angeles Superior Court) (Co-class counsel in certified class action  
24 under the Rosenthal Fair Debt Collection Practices Act; class action  
25 settlement finally approved on April 21, 2016);
- 26 ■ *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016)  
27 (co-lead counsel in finally approved settlement in unlawful auto-  
28





- 1 renewal action, allowing class members to receive credits ranging from  
2 \$5 to \$20 toward future purchases);
- 3 ■ *Stemple v. QC Holdings, Inc.*, 12-cv-01997-BAS-WVG (S.D. Cal. Nov.  
4 7, 2016) (Co-lead counsel in finally approved for \$1,500,000);
  - 5 ■ *Abdeljalil v. GE Capital Retail Bank*, 12-cv-02078-JAH-MDD (S.D.  
6 Cal.) (Co-lead counsel; Class Certification granted and finally  
7 approved for \$7,000,000);
  - 8 ■ *Hooker v. Sirius XM Radio Inc.*, 4:13-cv-00003-AWA-LRL (E.D.Va.  
9 December 22, 2016) (Served as co-lead counsel in finally approved  
10 TCPA class action settlement with a monetary fund of \$35,000,000);
  - 11 ■ *Medeiros v. HSBC Bank Nevada, N.A.*, 3:14-cv-01786-JLS-MDD (S.D.  
12 Cal. 2017) (Finally approved action under Penal Code 632, *et seq.* for  
13 \$13,000,000);
  - 14 ■ *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 109  
15 (Sup. Ct. San Luis Obispo) (Co-lead counsel in RFDCPA class action  
16 finally approved on October 30, 2017);
  - 17 ■ *Caldera v. Am. Med. Collection Agency*, 2017 U.S. Dist. LEXIS 99239  
18 (C.D. Cal. June 27, 2017) (Order certifying nationwide TCPA class  
19 action and appointing Mr. Kazerounian as co-lead counsel);
  - 20 ■ *Moreno-Peralta v. TRS Recovery Services, Inc.*, 2017 Cal. Super.  
21 LEXIS 548 (Sup. Ct. San Luis Obispo Oct. 10, 2017) (Co-lead counsel  
22 in RFDCPA class action finally approved);
  - 23 ■ *Luster v. Wells Fargo Dealer Services, Inc.*, 15-cv-1058 (TWT) (N.D.  
24 Ga. November 8, 2017) (TCPA class action finally approved in the  
25 amount of \$14,834,058.00);
  - 26 ■ *McPolin v. Credit Service of Logan*, 16-cv-116 BSJ (Utah District  
27 Court) (Co-lead counsel in FDCPA class action with consumers to each  
28



- 1 receive \$1,428.57, debt relief, and tradeline deletion finally approved  
2 on November 9, 2017);
- 3 ■ *Reid v. I.C. System, Inc.*, 2017 U.S. Dist. LEXIS 43770 (D.Ariz. March  
4 24, 2017) (TCPA class actions finally approved in the amount of  
5 \$3,500,000);
  - 6 ■ *Dowlatshahi v. Mcilhenry Company*, No. 30-2017-00911222-CU-NP-  
7 CXC (Sup. Ct. Orange County Oct. 10, 2018) (granting final approval  
8 to product false advertising settlement with Mr. Kazerounian as co-lead  
9 counsel);
  - 10 ■ *Giffin v. Universal Protein Supplements Corporation d/b/a/ Universal*  
11 *Nutrition et al.*, No. BC613414 (Superior Court of California, County  
12 of Los Angeles) (co-lead counsel in finally approved class action  
13 settlement alleging violation of California law involving Made in USA  
14 representations);
  - 15 ■ *Holt v. Noble House Hotels & Resort, Ltd.*, No. 17cv2246-MMA  
16 (BLM), 2018 U.S. Dist. LEXIS 177940 (S.D. Cal. Oct. 16, 2018)  
17 (achieved class certification status on CLRA claim for alleged false  
18 advertising of restaurant surcharge; Abbas Kazerounian appointed as  
19 class counsel);
  - 20 ■ *Sherman v. Kaiser Foundation Health Plan, Inc.*, 13-CV-0981-JAH  
21 (JMA) (S.D. Cal.) (Settled for \$5,350,000 and finally approved on May  
22 12, 2015; served as co-lead counsel);
  - 23 ■ *Couser v. Comenity Bank*, 12-cv-02484-MMA-BGS (S.D. Cal. Oc. 2,  
24 2014) (Finally approved for \$8,475,000 on May 27, 2015 served as co-  
25 lead counsel);
  - 26 ■ *Arthur v. SLM Corporation*, 10-CV-00198 JLR (W.D. Wash.)  
27 (nationwide settlement obtaining \$24.15 million; final approval granted  
28 in 2012);





- 1           ▪ *Lo v. Oxnard European Motors, LLC, et al.*, 11-CV-1009-JLS-MDD  
2           (S.D. Cal.) (Achieving one of the highest class member payouts in a  
3           TCPA action of \$1,331.25 per claimant; final approval granted in 2012;  
4           served as co-lead counsel);
- 5           ▪ *In Re: Midland Credit Management, Inc., Telephone Consumer*  
6           *Protection Act Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Co-  
7           lead counsel for a Plaintiff in the lead action, prior to the action being  
8           recategorized through the multi-district litigation process; finally  
9           approved for \$18 million);
- 10          ▪ *In Re: Portfolio Recovery Associates, LLC Telephone Consumer*  
11          *Protection Act Litigation*, 11-md-02295-JAH (BGS) (Co-lead counsel  
12          for a Plaintiff in the lead action, prior to the action being recategorized  
13          through the multi-district litigation process; finally approved for \$18  
14          million);
- 15          ▪ *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, 10-01777-AJB-NLS  
16          (S.D. Cal.) (Approved as co-lead counsel and worked to obtain a  
17          national TCPA class settlement where claiming class members each  
18          received payment in the amount of \$70.00 per claimant; final approval  
19          granted in 2013);
- 20          ▪ *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D.  
21          Cal.) (Finally approved for \$39,975,000);
- 22          ▪ *Rose v. Bank of America Corporation et al.*, 12-cv-04009-EJD (N.D.  
23          Cal.) (finally approved for \$32,000,000 in 2014);
- 24          ▪ *Lemieux v. EZ Lube, LLC, et al.*, 12-CV-01791-JLS-WYG (S.D. Cal.)  
25          (Served as co-lead counsel; finally approved on December 8, 2014);
- 26          ▪ *Knell, et al. v. FIA Card Services, N.A.*, 13-CV-01653-AJB-WVG (S.D.  
27          Cal.) (California class action settlement under Penal Code 632, *et seq.*,  
28          for claims of invasion of privacy. Settlement resulted in a common

KAZEROUNI  
LAW GROUP, APC

1 fund in the amount of \$2,750,000; finally approved in August 15, 2014;  
2 served as co-lead counsel.);

- 3 ■ *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB  
4 (S.D. Cal.) (California class action settlement under Penal Code 632, *et*  
5 *seq.*, for claims of invasion of privacy. Settlement resulted in a  
6 common fund in the amount of \$2,600,000; finally approved on  
7 November 6, 2014; served as co-lead counsel.);
- 8 ■ *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles)  
9 (finally approved for \$5,600,000 in action under Cal. Pen. Code § 630,  
10 *et seq.*);
- 11 ■ *Zaw v. Nelnet Business Solutions, Inc. et al.*, No. 13-cv-05788-RS  
12 (N.D. Cal.) (Co-lead counsel in finally approved in 2014 for  
13 \$1,188,110 in action under Cal. Pen. Code § 630, *et seq.*)

14 **Counsel’s Experience in Support of Attorneys’ Fees Request**

15 20. In 2014, I argued before the Ninth Circuit Court of Appeals in the case of  
16 *Knutson v. Sirius XM Radio*, No. 12-56120 (9th Cir. 2014), which resulted in  
17 an order in favor of my client.

18 21. On December 6, 2016, I successfully argued before the Ninth Circuit Court  
19 of Appeals in the case of *Marks v. Crunch San Diego, LLC*, No. 14-56834.  
20 The Ninth Circuit decided in my client’s favor in a 3-0 decision.

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

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

26 24. I am an adjunct professor at California Western School of Law where I  
27 teach a three-credit course in consumer law.

28 25. I have undergone extensive training in the area of consumer law. The



1 following is a list of recent training conferences I attended:

- 2       ▪ Four-day National Consumer Law Center Conference; Nashville, TN –
- 3             2008;
- 4       ▪ Three-day National Consumer Law Center Conference; Portland, OR -
- 5             2008;
- 6       ▪ Three-day National Consumer Law Center Conference; San Diego,
- 7             CA - 2009;
- 8       ▪ Three-day National Consumer Law Center Conference; Seattle, WA -
- 9             2011;
- 10       ▪ National Consumer Law Center Conference in 2013;
- 11       ▪ National Consumer Law Center Conference in 2014;
- 12       ▪ National Consumer Law Center Conference in 2015;
- 13       ▪ National Consumer Law Center Conference in 2016;
- 14       ▪ Three-day CAALA Conference; Las Vegas, NV – 2009;
- 15       ▪ Three-day CAALA Conference; Las Vegas, NV – 2013;
- 16       ▪ Three-day CAALA Conference; Las Vegas, NV – 2015;
- 17       ▪ Three-day CAALA Conference; Las Vegas, NV – 2016;
- 18       ▪ Three-day COAC Conference – 2014 and 2015
- 19       ▪ Speaker ABA National Conference, Business Litigation Section;
- 20             Trends in Consumer Litigation; San Francisco, CA – 2013;
- 21       ▪ Speaker at the ABA TCPA National Webinar (Consumer Protection,
- 22             Privacy & Information Security, Private Advertising Litigation, and
- 23             Media & Technology Committees) – September 2013;
- 24       ▪ Spoke at the 2014 ACA Conference in November 2014;
- 25       ▪ Speaker at ACI Conference in Dallas, TX in September of 2016
- 26             concerning The Borrower's Perspective: Insight From The Plaintiffs'
- 27             Bar and Consumer Advocates;
- 28       ▪ Speaker on TCPA panel in September of 2016 at the Annual

1 Consumer Financial Services Conference;

- 2 ■ Spoke at the 2016 CAOC Conference in November of 2016;
- 3 ■ Presented at the 2017 CAOC seminar in Palm Springs, CA;
- 4 ■ Presented at the 2021 CAOC virtual seminar in Palm Springs, CA; and
- 5 ■ Speaker at national webinar on June 7, 2017 for the CAOC, entitled,
- 6 Understanding the Fair Debt Collection Practices Act.

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

14 27. I was the principle anchor on Time Television Broadcasting every Thursday  
15 night as an expert on consumer law generally between 2012 and 2013.

16 28. I lectured in Class Action Trends at the CAOC 2015 Conference in San  
17 Francisco.

18 29. I lectured on the TCPA before the ABA Business Law Section, Consumer  
19 Financial Services Committee in January 2016 at an event in Utah entitled,  
20 “Impact of the FCC’s 2015 Rulings on TCPA Litigation.”

21 30. I was a speaker at the The Knowledge Group’s national webinar in 2016 on  
22 the impact of the Federal Communications Commission’s 2015 ruling on  
23 the TCPA.

24 31. I was a speaker at San Diego Law School Class Action Forum 2020 on  
25 Consumer Class Actions in March of 2020.

26 32. I was a speaker for the California Lawyers Association March 3, 2020  
27 Webinar on “Recent Developments in Internet and Privacy Law Affecting  
28 California Consumer Financial Service Providers” presented by the Internet



1 and Privacy Law Committee; and, the Consumer Financial Services  
2 Committee.

3 33.I was named Rising Star by San Diego Daily Tribune in 2012, and Rising  
4 Star in Super Lawyers Magazine in 2013, 2014 and 2015. I was named a  
5 Super Lawyer by Super Lawyers Magazine in 2016 and 2017.

6 34.I was selected for membership into The National Trial Lawyers: Top 40  
7 Under 40 in 2016.

8 35.In January of 2016, I spoke on the impact of the Federal Communications  
9 Commission's 2015 Declaratory Ruling on TCPA litigation at the ABA  
10 National Convention in Salt Lake City, Utah.

11 36.In May of 2016, I spoke on Class Action Trends at the CAOC seminar in  
12 Palm Springs, California.

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

16 38.In 2016, I wrote an article entitled "Finding a Balance" that was published  
17 in the Nutrition Business Journal, concerning a lawsuit filed under the  
18 Racketeer Influenced and Corrupt Organization Act.

19 39.I was published in the Daily Journal in September of 2016, with the title,  
20 "The FDCPA: The Forgotten Statute."

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

23 41.In March of 2016, I moderated the Judges Panel on Class Action Trends  
24 and Federal Litigation Trends at the NCLC Conference.

25 42.I spoke on privacy rights on a panel before the California State Bar  
26 Convention in 2016.

27 43.I spoke at the 22<sup>nd</sup> National Forum on Residential Mortgage Litigation &  
28 Regulatory Enforcement conference on January 22, 2017.

KAZEROUNI  
LAW GROUP, APC

- 1 44. Speaker at the Western Trial Lawyers Association conference on Class
- 2 Action Trends in 2017, held in Steamboat Springs, Colorado.
- 3 45. Speaker at Consumer Attorneys of California 2017 seminar on hot litigation
- 4 topics at Lake Tahoe, Nevada.
- 5 46. I wrote an article entitled, *Collateral Damage, Beyond the personal injury:*
- 6 *When creditors and collection agencies stalk your client*, published in the
- 7 September 2017 edition of Plaintiff magazine.
- 8 47. Speaker at National Webinar by the ABA Consumer Financial Services
- 9 Committee on TCPA Update – “The D.C. Circuit’s TCPA Decision on the
- 10 FCC Ruling, held on March 22, 2018.
- 11 48. Spoke at 2018 Inland Empire CAOC Convention on “Class Action Hot
- 12 Topics” - May 2018.
- 13 49. I spoke on the FDCPA at National Consumer Law Center’s National
- 14 Convention in Las Vegas in March, 2019.
- 15 50. Presented at Mass Torts Made Perfect on Modern Trends in the TCPA in
- 16 April of 2019.
- 17 51. Speaker at the MTMP on Nuts and Bolts of Mass Arbitrations In October of
- 18 2022.
- 19 52. Presented at the 2022 CAOC Annual Convention on Hot Topics
- 20 Surrounding Consumer Class Actions in San Francisco, CA on November
- 21 19, 2022.
- 22 53. Speaker on Recent Trends in Mass Torts and Class Actions at CAOC
- 23 Sonoma Seminar on March 11, 2023.
- 24 54. Speaker on Mass Arbitrations at Mass Torts Made Perfect in Las Vegas,
- 25 Nevada on April 12, 2023.
- 26 55. Speaker at MTMP Conference on Class Action Structures and Service
- 27 Awards that Pass Muster on October of 2023.
- 28 56. Speaker at NCLC National Conference on TCPA Developments in October



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

of 2023.  
57. Speaker at CAOC Conference in Sonoma on Pre-Trial Nuts and Bolts of Federal Litigation in March of 2024.  
58. Speaker for CAOC DE&I Speaker Series in July of 2024.  
59. Speaker at “A Conversation with Plaintiff’s Attorney’s” on Account Recovery National Webinar in July of 2024.

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

- Consumer Attorneys Association of Los Angeles;
- The Orange County Bar Association;
- The Federal Bar Association;
- National Consumer Law Center;
- American Association for Justice;
- Twice served as former President of the Orange County Chapter of the Iranian American Bar Association;
- Member in good standing of National Association of Consumer Advocates;
- Consumer Attorneys of California; 4 time Vice-President
- Member of the Leading Forum of the American Association of Justice.

61. In the case of *In re Planned Parenthood L.A. Data Incident Litig.*, 2024 Cal. Super. LEXIS 2, I have been tentatively approved at \$975 per hour, though the Court has not issued a signed final order yet.

62. On January 16, 2024, in *Stoffers v. Dave Inc.*, 2023 Cal. Super. LEXIS 99280, I was approved at \$900 per hour in the courts Final Approval Order.

63. On January 20, 2023, in *Kolar, et al v. ClearBalance* Case No. 37-2021-00030426-CU-NP-CTL in Superior Court of California County of San Diego, I was approved at an hourly rate of \$795 in the courts Final Approval Order.

**KAZEROUNI**  
LAW GROUP, APC

1 64. On June 30, 2022, in *R.O. v. Rady Children's Hospital-San Diego*, 2022 Cal.  
2 Super. LEXIS 19407 in the Superior Court of the State of California County  
3 of San Diego- Civil Complex, I was approved at the rate of \$775 in a Final  
4 Approval Order.

5 65. On February 19, 2021, in the case of *Hofstader v. Providence Health and*  
6 *Services*, Case No. 2:18-cv-00062 in the United States District Court, Eastern  
7 District of Washington, I was approved at an hourly rate of \$710 in a Final  
8 Approval Order.

9 66. In 2020, in the case of *McCurley v. Royal Sea Cruises, Inc.*, U.S. Dist. LEXIS  
10 227110 (S.D. Cal. 2020), I was approved at the rate at \$710 per hour in an  
11 order.

12 67. On September 12, 2019 in the case of *Medina, et al v. Enhanced Recovery*  
13 *Company*, Case No. 2:15-cv-14342 in the United States District Court,  
14 Southern District of Florida, I was approved at an hourly rate of \$705 in a  
15 Final Approval Order.

16 68. On or about June 18, 2019 in the case of *Maur v Transform*, Case No. CV 18-  
17 831, in Superior Court of California, County of Yolo, I was approved at an  
18 hourly rate of \$705 in a Final Approval Order.

19 69. On May 9, 2019, in the case of *Ronquillo v. Transunion Rental Screening*  
20 *Solutions, Inc.*, Case No. 17-civ-129-JMI in the United States District Court,  
21 Southern District of California, I was approved at \$705 per hour in a Final  
22 Approval order.

23 70. On February 9, 2019, in the case of *Santana, et al. v. Rady Children's*  
24 *Hospital*, Case No. 37-2014-00022411-CU-MT-CTL, Superior Court of  
25 California, County of San Diego, I was approved at a \$695 hourly rate in a  
26 Final Approval Order.

27 71. On December 21, 2018, in the case of *Ayala v Triplepulse, Inc.*, Case No.  
28 BC655048 in the Superior Court of California, County of Los Angeles, I



1 received an order granting my hourly rate in the Final Approval at \$675 per  
2 hour.

3 72. On October 10, 2018, in the case of *Dowlatshahi v. McIlhenny*, Case No. 30-  
4 2017-009911222-CU-NP-CXC, in the Superior Court of California, County  
5 of Orange, I received an order granting my hourly rate at \$675 per hour.

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

15 74. Other courts have recognized the experience of Kazerouni Law Group,  
16 APC, *see e.g., Barani v. Wells Fargo Bank, N.A.*, No. 12CV2999-GPC  
17 (KSC), 2014 U.S. Dist. LEXIS 49838, at \*7-8 (S.D. Cal. Apr. 9, 2014) (noting  
18 Kazerouni Law Group, APC’s experience in consumer class actions); *Kline v.*  
19 *Dymatize Enters., LLC*, No. 15-CV-2348-AJB-RBB, 2016 U.S. Dist. LEXIS  
20 142774, at \*16 (S.D. Cal. Oct. 13, 2016) (same).

21 75. Based on my experience and previous awards in other cases described herein,  
22 I am requesting my hourly rate in this case be approved at \$975 per hour.

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

1 77. Plaintiff's counsel's hourly rates include many factors beyond personal  
2 compensation, including non-billed office personnel, equipment, insurance,  
3 research materials, office and other overhead expenses. Consumer rights  
4 litigation inevitably involves large corporations, which have the capacity to  
5 bring enormous resources to bear that individual consumers are simply unable  
6 to meet on their own.

7 78. Insurance companies vigorously resist settling cases. If plaintiffs' attorneys  
8 are not compensated at a rate that allows them to maintain the technological  
9 – as well as intellectual and professional resources – to match corporate  
10 defendants' exhaustive resources, consumers simply cannot prevail. Few  
11 attorneys have the means and ability to take these cases, and if those that do  
12 so are not compensated at a rate that allows them the chance of prevailing on  
13 behalf of consumers, these cases will not be brought, and the remedial purpose  
14 of this legislation will fail.

15 79. Unfortunately, there are very few attorneys who regularly represent plaintiffs  
16 in cases involving consumer rights. This is most likely due to the specialized  
17 and complex nature of the statute and case law and due to the relative financial  
18 resources of the respective parties, whereby the consumer is often forced to  
19 “match resources” with the defendant and litigate his or her rights up to – and  
20 sometimes through – trial.

21 80. The average consumer does not have funds to litigate this type of case.  
22 Therefore, in further justification of our fees, I note that we take such cases  
23 (this case included) on a contingency fee basis, advance all litigation costs and  
24 do not charge the consumer one penny up front. If the case is lost, we do not  
25 get paid. This alone would justify a fee rate well in excess of the fees we  
26 charge for doing hourly work.

27 81. My firm's fees are based on our experience, our proficiency, and our winning  
28 track record.



1 82.I have been preliminarily approved as Class Counsel in this matter.

2 **Attorneys' Fees and Costs Incurred**

3 83.I respectfully submit that this firm utilized skill, careful and thorough  
4 preparation and investigation through litigation to reach a favorable result for  
5 the Plaintiff. After carefully reviewing my firms billing records, I determined  
6 that the fees were reasonably incurred in litigating this case to a successful  
7 resolution.

8 84.My co-counsel and I prosecuted the claims at issue efficiently and effectively,  
9 making every effort to prevent the duplication of work that could have resulted  
10 in having multiple law firms work on this case.

11 85.My co-counsel and I spent a significant amount of time litigating the case,  
12 negotiating the Settlement in principle and then finalizing the actual terms of  
13 the Settlement with Defendant.

14 86.I note that my co-counsel and my work has not yet been completed, as we  
15 must still: (1) review claims and work with the claims administrator handling  
16 issues related to administration; (2) draft the final approval motion; (3)  
17 prepare for and attend the final approval hearing set for January 10, 2025; and  
18 (4) disburse service awards and awards for Plaintiffs' counsel's fees and  
19 expenses.

20 87.I billed 75.1 hours at a rate of \$975 per hour for work on this case for a total  
21 of \$73,222.50.

22 88.These hours do not account for clerical work, administrative work, emails,  
23 messages, etc. completed by office staff.

24 89.The billing for my hours in this case was fair and reasonable based on the  
25 novel and complex issues addressed over a year of litigation.

26 90.My office has incurred a total of \$13,405.96 in costs for this entire action up  
27 until now. That amount represents a filing fee, process server fees, mediation  
28 fees, printing, and mailing costs. The only costs remaining to be determined

1 are travel costs for the Final Approval hearing. Class Counsel will be able to  
2 provide an updated accounting at the Final Approval hearing if requested by  
3 the Court.

4 91. The total amount of fees *and* costs Class Counsel seeks is **\$990,000**.

5 92. A copy of Kazerouni Law Group's Fees and Costs is available upon request  
6 by the Court.

7  
8 I declare under penalty of perjury under the laws of the State of California  
9 that the foregoing is true and correct and that this declaration was signed on  
10 August 30, 2024, in Costa Mesa, California.

11  
12 Respectfully submitted,

13  
14 /s/ Abbas Kazerounian  
15 Abbas Kazerounian, Esq.  
16 Attorney for Plaintiff  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

KAZEROUNI  
LAW GROUP, APC





1 **KAZEROUNI LAW GROUP, APC**  
 2 Abbas Kazerounian, Esq. (SBN: 249203)  
 3 ak@kazlg.com  
 4 245 Fischer Ave., Suite D1  
 5 Costa Mesa, CA 92626  
 6 Telephone: (800) 400-6808  
 7 Facsimile: (800) 520-5523

8 **KAZEROUNI LAW GROUP, APC**  
 9 Ryan McBride, Esq. (SBN: 297557)  
 10 ryan@kazlg.com  
 11 Aryanna Young (SBN: 344361)  
 12 2221 Camino Del Rio S., #101  
 13 San Diego, CA 92108  
 14 Telephone: (800) 400-6808  
 15 Facsimile: (800) 520-5523

16 *Class Counsel*

17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**

<p>19 MARIA TOBAJIAN; Individually          20 and on Behalf of All Others          21 Similarly Situated,          22          23 Plaintiffs,          24          25 v.          26          27 ALL STATE INSURANCE          28 COMPANY.,          29          30 Defendant.</p>	<p>31 <b>Case No.: 2:23-cv-00753-DMG-PD</b></p> <p>32 <b>DECLARATION OF RYAN</b>          33 <b>MCBRIDE IN SUPPORT OF</b>          34 <b>AWARD OF ATTORNEYS'</b>          35 <b>FEEES, COSTS, AND</b>          36 <b>INCENTIVE PAYMENT</b></p> <p>37 <b>DATE:</b> January 10, 2025          38 <b>TIME:</b> 10:00 am          39 <b>JUDGE:</b> Hon. Dolly M. Gee</p>
--	--

KAZEROUNI  
LAW GROUP, APC

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

**DECLARATION OF RYAN McBRIDE**

I, Ryan L. McBride hereby declare under penalty of perjury that the following is true and correct:

- 1. I have personal knowledge of the following facts and, if called as a witness, would testify as follows.
- 2. I am one of the Class Counsel in this action and make this declaration in support of Plaintiff’s Motion for Attorney’s Fees and Costs.
- 3. A detailed time log describing the work I completed on this case is attached as “Exhibit A” to the Declaration of Abbas Kazerounian.

**Procedural History**

- 4. Plaintiff filed her initial Complaint on February 1, 2023 for violation of §§ 632 and 632.7 of California’s Invasion of Privacy Act (“CIPA”).
- 5. Plaintiff filed her Request to Substitute Defendant All Insurance Company for Defendant The Allstate Corporation o February 17, 2023.
- 6. The Court granted Plaintiff’s Unopposed Motion for Substitution of Defendant on March 22, 2023.
- 7. Defendant filed its Motion to Strike Class Allegations and Motion to Dismiss on May 30, 2023. The Court granted Defendant’s motion to dismiss section 632 claims, and denied Defendant’s motion to strike the class allegations on August 31, 2023.
- 8. Plaintiff and Defendant then participated in discovery including written discovery and conferring regarding responses.
- 9. The Parties subsequently participated in mediation led by Hunter Hughes, Esq. of Hunter Hughes Alternative Dispute Resolution on December 18, 2023. After extensive arm’s length negotiations, the parties came to an agreement after a mediator’s proposal, on January 5, 2024.



KAZEROUNI  
LAW GROUP, APC

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

10.Plaintiff filed a Motion for Preliminary Approval of the Class Action Settlement, which was granted on June 21, 2024, by the Court.

**Class Settlement**

11.Based on the facts of this case, I believe this settlement is fair, reasonable, and adequate; and among other things, the Settlement will avoid costly and time-consuming litigation and the need for trial.

12.In considering the Settlement, Plaintiff, my co-counsel, and I carefully balanced the risks of continuing to engage in protracted and contentious litigation against the benefits to the Settlement Class and settlement appears to be in the best interests of the Settlement Class Members.

13.I believe that under the circumstances the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all Class Members.

14.This Settlement was only obtained after the parties engaged in both informal and formal discovery, extensive arm’s length negotiations, and a settlement conference before Hunter Hughes, Esq. This matter was regarding allegations that Defendant violated § 632.7 of California’s Invasion of Privacy Act (“CIPA”).

15.I have not been contacted by any of the Attorneys General concerning this proposed Settlement.

**Kazerouni Law Group Practice**

16.Kazerouni Law Group Group’s practice is almost exclusively devoted to the litigation of consumer law and has nine offices in seven states.

17.The firm has litigated over 20,000 cases in the past 15 years.

18.On most cases Kazerouni Law Group represents consumers on a contingency fee, funding all litigation costs, and usually waiting a considerable amount of time before being paid for services. Kazerouni Law Group took this case on a. purely contingent basis and has not been paid for any of its services thus



1 far.

2 **Counsel’s Experience in Support of Attorneys’ Fees Request**

3 19.I practice law full time as a private consumer rights plaintiff’s attorney and  
4 am a Partner at Kazerouni Law Group in the San Diego office.

5 20.I am licensed in the states of Washington, Arizona, Utah, California, and  
6 Florida.

7 21.My primary responsibilities include managing caseloads and attorney  
8 responsibilities in the states in which I am licensed.

9 22.I regularly manage and supervise associates and staff within our firm,  
10 assigning projects and giving advice.

11 23.I was primarily responsible for opening our office in Phoenix, Arizona, and  
12 developing that location’s caseload in 2015.

13 24.Kazerouni Law Group’s and my practice is substantially devoted to consumer  
14 rights matters.

15 25.I have worked for this firm for over nine years and as an attorney since 2014.

16 26.I have undergone extensive training in the area of consumer rights. The  
17 following is a list of recent training conferences I have attended:

- 18
- 19 a. Three-day National Consumer Law Center: Fair Credit Reporting Act  
20 Training Conference, in Las Vegas, NV - May 2015;
  - 21 b. Four-day National Consumer Law Center Conference; San Antonio,  
22 TX – November, 2015;
  - 23 c. Three-day Mass Torts Made Perfect Conference; Las Vegas, Nevada –  
24 April 2019.
  - 25 d. Three-day Fair Credit Reporting Act Conference; Long Beach, CA –  
26 May 2019.
  - 27 e. Three-Day National Association of Consumer Advocates Conference;  
28 Chandler, Arizona – May 2022



KAZEROUNI  
LAW GROUP, APC

1 27.I have been a guest consumer rights attorney on the 2016, 2017, and 2023 “Let  
2 Joe Know On the Road” ABC 15 events.

3 28.I have personally been appointed as class counsel in the following cases since  
4 becoming licensed:

- 5 a. *Pastor v. Bank of America*, Case No. 3:15-cv-03831-MEJ (N.D. Ca.  
6 2015) (FCRA class finally approved in the amount of \$1,645,000)
- 7 b. *Morrison v. Express Recovery Services, Inc. d/b/a Clear Management*  
8 *Solutions, Inc.*, Case No. 1:17-cv-00051-CW (D. Ut. 2017) (FDCPA  
9 class finally approved).
- 10 c. *Hofstader v. Providence Health and Services*, Case No. 2:18-cv-  
11 00062-SMJ (E.D. WA 2020) (Washington Consumer Protection Act  
12 class finally approved).
- 13 d. *Rodriguez v. Cascade Collections, LLC*, Case No. 2:20-cv-00120-  
14 JNP-DBP (D. Utah 2021) (Appointed as class counsel in opposed  
15 motion for class certification).
- 16 e. *Barbano v. JPMorgan Chase Bank, N.A.*, 2021 U.S. Dist. LEXIS  
17 204354 (C.D. Cal. 2021) (Real Estate Settlement Procedures Act  
18 (“RESPA”) class finally approved).
- 19 f. *Franklin v. Ocwen Loan Servicing, LLC*, 2022 U.S. Dist. LEXIS  
20 158711 (N.D. Cal.) (CIPA class finally approved).

21 29.I have successfully argued twice in front of the Ninth Circuit Court of Appeals  
22 in *Sylvester v. Merchants Credit Corp.*, 2021 U.S. App. LEXIS 31528 (9<sup>th</sup> Cir.  
23 2021) and *Pearson v. Apria Healthcare Grp., Inc.*, 2023, U.S. App. LEXIS  
24 10948 (9<sup>th</sup> Cir. May 4, 2023).

25 30.I have argued in front of the California Court of appeals in *Olson v. La Jolla*  
26 *Neurological Associates*, 85 Cal.App. 5<sup>th</sup> 723 (4<sup>th</sup> D. Ct. App. November 23,  
27 2022).

28 31.Plaintiffs’ counsel’s hourly rates include many factors beyond personal

**KAZEROUNI**  
LAW GROUP, APC

1 compensation, including non-billed office personnel, equipment, insurance,  
2 research materials, office and other overhead expenses. CIPA litigation  
3 inevitably involves large corporations, which have the capacity to bring  
4 enormous resources to bear that individual consumers are simply unable to  
5 meet on their own.

6 32. Insurance companies vigorously resist settling cases, and as here, at times file  
7 various dispositive motions in response to our Complaint. If plaintiffs'  
8 attorneys are not compensated at a rate that allows them to maintain the  
9 technological – as well as intellectual and professional resources – to match  
10 corporate defendant's exhaustive resources, consumers simply cannot prevail.  
11 Few attorneys have the means and ability to take these cases, and if those that  
12 do so are not compensated at a rate that allows them the chance of prevailing  
13 on behalf of consumers, these cases will not be brought, and the remedial  
14 purpose of this legislation will fail.

15 33. Unfortunately, there are very few attorneys who regularly represent plaintiffs  
16 in cases involving CIPA. This is most likely due to the specialized nature of  
17 the statute and case law and due to the relative financial resources of the  
18 respective parties, whereby the consumer is often forced to "match resources"  
19 with the defendant and litigate his or her rights up to – and sometimes through  
20 – trial.

21 34. The average consumer does not have funds to litigate this type of case.  
22 Therefore, in further justification of our fees, I note that we take such cases  
23 (this case included) on a contingency fee basis, advance all litigation costs and  
24 do not charge the consumer one penny up front. If the case is lost, we do not  
25 get paid. This alone would justify a fee rate well in excess of the fees we  
26 charge for doing hourly work.

27 35. My firm's fees are based on our experience, our proficiency, and our winning  
28 track record.



1 36. In the last year I have represented consumers charging them hourly for my  
2 services. For my services I charged, and my clients agreed to pay, \$450 per  
3 hour for my work.

4 37. I was made a Partner at Kazerouni Law Group, APC in November 2024.

5 38. On September 22, 2023, District Judge Lauren King approved my request for  
6 \$425 per hour as an associate in *Little v. Edward Wolff & Associates*, 2023  
7 U.S. Dist. LEXIS 169507 (W.D. Wash.).

8 39. On August 26, 2022, Senior District Judge Susan Illston approved my request  
9 for \$375 per hour as an associate in *Franklin v. Ocwen Loan Servicing, LLC*,  
10 2022 U.S. Dist. LEXIS 158711 (N.D. Cal.).

11 40. On October 18, 2021, District Judge Jesus G. Bernal approved my request for  
12 \$375 per hour as an associate in *Barbano v. JPMorgan Chase Bank, N.A.*,  
13 2021 U.S. Dist. LEXIS 204354 (C.D. Cal. 2021).

14 41. On May 4, 2021, District Judge Susan M. Brnovich, of the United States  
15 District Court, District of Arizona, approved my request for \$375 per hour for  
16 attorney's fees in an FDCPA case, *Wax v. DK Williams & Assocs. LLC*, case  
17 number 2:20-cv-01872-PHX-SMB.

18 42. On April 12, 2021, Hon. Rebecca A. Albrecht (ret.) approved my request for  
19 \$375 per hour for attorney's fees in an Arizona Consumer Fraud Act and  
20 Credit Repair Organizations Act arbitration case, *Hunt v. Debt Assistance*  
21 *Network, LLC*, case number 01-20-0000-4717.

22 43. On February 19, 2021, in the case of *Hofstader v. Providence Health and*  
23 *Services*, Case No. 2:18-cv-00062 in the United States District Court, Eastern  
24 District of Washington, I was approved at an hourly rate of \$350 in a Final  
25 Approval Order.

26 44. On July 7, 2020, Judge Clark Waddoups of the U.S. District of Utah approved  
27 my request for \$350 per hour for attorney's fees in a Fair Debt Collection  
28 Practices Act ("FDCPA") class action, *Morrison v. Express Recovery*

KAZEROUNI  
LAW GROUP, APC

1 Services, Inc. d/b/a Clear Management Solutions, case number 1:17-cv-  
2 00051-CW-DAO (ECF # 82).

3 45. On February 18, 2020, Judge Thomas S. Zilly, of the Western District of  
4 Washington, approved my request for \$350 per hour for attorney’s fees in an  
5 FDCPA case, *Sylvester v. Merchants Credit Corporation*, case number 2:17-  
6 cv-00168-TSZ.

7 46. On October 28, 2019, Judge Bastian of the Eastern District of Washington  
8 approved my request for \$350 per hour for attorney’s fees in an FDCPA case,  
9 *McGilvra v. Abbott & Rose Associates, LLC*, case number 2:19-cv-00106.

10 47. In *Pastor v. Bank of America*, United States District Court, Northern District  
11 of California case number 3:15-cv-03831-VC, I filed a Motion for Attorneys  
12 Fees and Costs in which my hourly rate requested was \$300 per hour. The full  
13 amount requested was granted on August 16, 2018, ECF# 84.

14 48. In February of 2018 my hourly rate of \$300 was approved by Arbitrator Marc  
15 Kalish through the American Arbitration Association in *Larranaga v. Eveland*  
16 *Sales Inc.*, case no 01-17-0000-4724.

17 49. Furthermore, during the litigation of this matter, I regularly consulted with the  
18 senior partners of the firm, and had the benefit of their experience in bringing  
19 this matter to a successful conclusion, without having Plaintiff incur  
20 attorneys’ fees at the higher rate charged by other senior partners.

21 50. Based on my experience and previous awards in other cases described herein,  
22 I am requesting my hourly rate in this case be approved at \$550 per hour.

23 51. I have been preliminarily approved as Class Counsel in this matter.

24 **Attorneys’ Fees and Costs Incurred**

25 52. I respectfully submit that this firm utilized skill, careful and thorough  
26 preparation and investigation through litigation to reach a favorable result for  
27 the Plaintiff. After carefully reviewing my firms billing records, I determined  
28 that the fees were reasonably incurred in litigating this case to a successful



KAZEROUNI  
LAW GROUP, APC

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

resolution.

53.I billed 145.1 hours at a rate of \$550 per hour for work on this case for a total of \$79,805.

54.The billing for my hours in this case was fair and reasonable based on the complex issues addressed in this litigation.

55.My office has incurred a total of \$13,405.96 in costs for this entire action. That amount represents a filing fee, hearings, process server fees, mediation fees, printing, and mailing costs.

56.The total amount of fees and costs my office seeks is **\$990,000**.

57.A copy of Kazerouni Law Group’s Fees and Costs Report can be available upon request should the Court request it.

58.Plaintiff has actively engaged in this action.

59.Plaintiff has personally spent hours engaged in this action, which includes time spent in pre-litigation investigation, reviewing the complaint, assisting with initial disclosures, assisting with reviewing motions, assisting with the mediation, reviewing and signing settlement documents, and communicating with Plaintiff’s counsel throughout the litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was signed on August 30, 2024, in San Diego, California.

Respectfully submitted,

/s/ Ryan L. McBride  
RYAN L. MCBRIDE, ESQ.  
ATTORNEY FOR PLAINTIFF

1 **KAZEROUNI LAW GROUP, APC**  
2 Abbas Kazerounian, Esq. (SBN: 249203)  
3 ak@kazlg.com  
4 245 Fischer Ave., Suite D1  
5 Costa Mesa, CA 92626  
6 Telephone: (800) 400-6808  
7 Facsimile: (800) 520-5523

8 **KAZEROUNI LAW GROUP, APC**  
9 Ryan McBride, Esq. (SBN: 297557)  
10 ryan@kazlg.com  
11 Aryanna Young (SBN: 344361)  
12 2221 Camino Del Rio S., #101  
13 San Diego, CA 92108  
14 Telephone: (800) 400-6808  
15 Facsimile: (800) 520-5523

16 *Class Counsel*

17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 **MARIA TOBAJIAN,**  
20 **INDIVIDUALLY AND ON BEHALF**  
21 **OF ALL OTHERS SIMILARLY**  
22 **SITUATED,**

23 Plaintiff,

24 v.

25 **ALLSTATE INSURANCE**  
26 **COMPANY,**  
27

28 Defendant.

**Case No.: 2:23-CV-00753-DMG-PD**

**DECLARATION OF ARYANNA**  
**YOUNG IN SUPPORT OF AWARD**  
**OF ATTORNEYS' FEES, COSTS,**  
**AND INCENTIVE PAYMENT**

**DATE:** January 10, 2025

**TIME:** 10:00 am

**JUDGE:** Hon. Dolly M. Gee



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

**DECLARATION OF ARYANNA YOUNG**

I, ARYANNA YOUNG, hereby declare under penalty of perjury that the following is true and correct:

- 1. I have personal knowledge of the following facts and, if called as a witness, would testify as follows.
- 2. I am one of the Class Counsel in this action and make this declaration in support of Plaintiff’s Motion for Attorney’s Fees and Costs.

**Procedural History**

- 3. Plaintiff filed her initial Complaint on February 1, 2023, for violation of §§ 632 and 632.7 of California’s Invasion of Privacy Act (“CIPA”).
- 4. Plaintiff filed her Request to Substitute Defendant All Insurance Company for Defendant The Allstate Corporation o February 17, 2023.
- 5. The Court granted Plaintiff’s Unopposed Motion for Substitution of Defendant on March 22, 2023.
- 6. Defendant filed its Motion to Strike Class Allegations and Motion to Dismiss on May 30, 2023, which the Court granted Defendant’s motion to dismiss section 632 claims, and denied Defendant’s motion to strike the class allegations on August 31, 2023.
- 7. Plaintiff and Defendant then participated in discovery including written discovery and conferring regarding responses.
- 8. The Parties subsequently participated in mediation led by Hunter Hughes on December 18, 2023. After extensive arm’s length negotiations, the parties came to an agreement after a mediator’s proposal, on January 5, 2024.
- 9. Plaintiffs filed a Motion for Preliminary Approval of the Class Action Settlement.

1 which was granted on June 21, 2024, by the Court.

2  
3 **Class Settlement**

4 10. Based on the facts of this case, I believe this settlement is fair, reasonable, and  
5 adequate; and among other things, the Settlement will avoid costly and time-  
6 consuming litigation and the need for trial.

7  
8 11. In considering the Settlement, Plaintiff, my co-counsel, and I carefully balanced  
9 the risks of continuing to engage in protracted and contentious litigation against  
10 the benefits to the Settlement Class and settlement appears to be in the best  
11 interests of the Settlement Class Members.

12 12. I believe that under the circumstances the proposed Settlement is fair, reasonable,  
13 and adequate, and is in the best interests of all Class Members.

14 13. This Settlement was only obtained after the parties engaged in both informal and  
15 formal discovery, extensive arm's length negotiations, and a settlement  
16 conference before Hunter Hughes, Esq. This matter was regarding allegations  
17 that Defendant violated § 632.7 of California's Invasion of Privacy Act  
18 ("CIPA").

19 14. I have not been contacted by any of the Attorneys General concerning this  
20 proposed Settlement.  
21

22 **COUNSEL'S EXPERIENCE IN SUPPORT OF ATTORNEY'S FEES REQUEST**

23 15. Since my admission to the California bar in 2022, I have been engaged exclusively  
24 in the area of consumer rights litigation, including but not limited to the areas of  
25 fair debt collections, the defense of debt collection lawsuits, and class action  
26 litigation under California's invasion of privacy statutes, the Telephone Consumer  
27 Protection Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act,  
28 mislabeling cases, and consumer fraud issues. I work directly under partners of  
the firm in multiple consumer class actions.



1 16.I have conducted multiple trials in my first several years practicing.

2 17.Kazerouni Law Group, APC, has litigated over 20,000 cases in the past 15 years.

3 The firm has several offices in California, such as San Diego and Costa Mesa, as  
4 well as in other states, including Phoenix, Arizona; Las Vegas, Nevada; St.  
5 George, Utah; Dallas, Texas; Minneapolis, Minnesota; New York; and New  
6 Jersey.  
7

8 18.Kazerouni Law Group, APC has extensive experience in consumer class actions  
9 and other complex litigation. The has a history of aggressive, successful  
10 prosecution of consumer class actions. Over 98% percent of my practice concerns  
11 consumer litigation in general.

12 19.Plaintiffs' counsel's hourly rates include many factors beyond personal  
13 compensation, including non-billed office personnel, equipment, insurance,  
14 research materials, office and other overhead expenses. CIPA litigation inevitably  
15 involves large corporations, which have the capacity to bring enormous resources  
16 to bear that individual consumers are simply unable to meet on their own.  
17

18 20.Insurance companies vigorously resist settling cases, and as here, at times file  
19 various dispositive motions in response to our Complaint. If plaintiffs' attorneys  
20 are not compensated at a rate that allows them to maintain the technological – as  
21 well as intellectual and professional resources – to match corporate defendant's  
22 exhaustive resources, consumers simply cannot prevail. Few attorneys have the  
23 means and ability to take these cases, and if those that do so are not compensated  
24 at a rate that allows them the chance of prevailing on behalf of consumers, these  
25 cases will not be brought, and the remedial purpose of this legislation will fail.  
26

27 21.Unfortunately, there are very few attorneys who regularly represent plaintiffs in  
28 cases involving CIPA. This is most likely due to the specialized nature of the  
statute and case law and due to the relative financial resources of the respective  
parties, whereby the consumer is often forced to “match resources” with the

1 defendant and litigate his or her rights up to – and sometimes through – trial.

2 22. The average consumer does not have funds to litigate this type of case. Therefore,  
3 in further justification of our fees, I note that we take such cases (this case  
4 included) on a contingency fee basis, advance all litigation costs and do not charge  
5 the consumer one penny up front. If the case is lost, we do not get paid. This  
6 alone would justify a fee rate well in excess of the fees we charge for doing hourly  
7 work.  
8

9 23. My firm's fees are based on our experience, our proficiency, and our winning  
10 track record.

11 24. In the last year I have represented consumers charging them hourly for my  
12 services. For my services I charged, and my clients agreed to pay, \$250 per hour  
13 for my work.  
14

15 25. Furthermore, during the litigation of this matter, I regularly consulted with the  
16 senior partners of the firm, and had the benefit of their experience in bringing this  
17 matter to a successful conclusion, without having Plaintiff incur attorneys' fees at  
18 the higher rate charged by the partners.

19 26. Based on my firm's experience in these such matters, I am requesting my hourly  
20 rate in this case be approved at \$300 per hour.

21 27. I have been preliminarily approved as Class Counsel in this matter.

22 **Attorneys' Fees and Costs Incurred**

23 28. I respectfully submit that this firm utilized skill, careful and thorough preparation  
24 and investigation through litigation to reach a favorable result for the Plaintiff.  
25 After carefully reviewing my firm's billing records, I determined that the fees were  
26 reasonably incurred in litigating this case to a successful resolution.  
27

28 29. I billed 48.7 hours at a rate of \$300 per hour for work on this case for a total of  
\$14,610.

30. The billing for my hours in this case was fair and reasonable based on the novel



1 and complex issues addressed in this litigation.

2  
3 31. My office has incurred a total of \$13,405.96 in costs for this entire action. That  
4 amount represents a filing fee, hearings, process server fees, mediation fees,  
5 printing, and mailing costs.

6 32. The total amount of fees and costs my office seeks is **\$990,000**.

7  
8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct, and that this declaration was signed on August 30, 2024,  
10 in San Diego, California.

11  
12 Respectfully submitted,

13  
14 /s/Aryanna Young  
15 Aryanna Young, Esq  
16 Attorney for Plaintiff  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARIA TOBAJIAN; Individually  
and on Behalf of All Others  
Similarly Situated,

Plaintiffs,

v.

ALL STATE INSURANCE  
COMPANY.,

Defendant.

**Case No.: 2:23-cv-00753-DMG-PD**

**PROPOSED ORDER**



1 Pursuant to Plaintiff Maria Tobajian’s (“Plaintiff”) fee petition, and for  
2 good cause shown, the Court awards Plaintiff’s counsel’s request for \$990,000 in  
3 fees and costs. Additionally, Plaintiff shall be awarded \$3,000 as an incentive  
4 award.

5  
6 Dated: \_\_\_\_\_

\_\_\_\_\_ District Judge Dolly M. Gee

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28