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8  
9 *Attorneys for Plaintiff,*  
10 Jeffrey A. Almada

11 **UNITED STATES DISTRICT COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 **JEFFREY A. ALMADA, on behalf of**  
14 **himself and all other similarly situated**  
15 **class members,**

16 **Plaintiff,**

17 **v.**

18 **KRIGER LAW FIRM, A.P.C.**

19 **Defendant.**

20 Case No.: 3:19-cv-02109-TWR-MDD

21 **DECLARATION OF PAMELA E.**  
22 **PRESCOTT IN SUPPORT OF**  
23 **PLAINTIFF’S UNOPPOSED**  
24 **MOTION FOR ATTORNEYS’**  
25 **FEEES, COSTS, AND SERVICE**  
26 **AWARD**



**DECLARATION OF PAMELA E. PRESCOTT**

**I, PAMELA E. PRESCOTT, declare:**

1. I am one of the attorneys for the plaintiff Jeffrey A. Almada (“Almada”) in the above-captioned action against defendant Kriger Law Firm, A.P.C (“Kriger”).
2. I am over the age of 18 and am fully competent to make this declaration.
3. I am an associate attorney at Kazerouni Law Group. I am a member in good standing of the bars in California and Minnesota. I am also admitted in every federal district in California, and I have handled litigation in Illinois, Colorado, Florida, Texas, New Jersey, Illinois, and Rhode Island.
4. If called as a witness, I would competently testify to the matters herein from personal knowledge.
5. The declaration is based upon my personal knowledge, except where expressly noted otherwise.
6. I submit this declaration in support of Plaintiff’s Unopposed Motion for Attorneys’ Fees, Costs and Service Award.
7. I have been preliminarily appointed as one of the Class Counsel in this action.
8. On March 21, 2022, the Parties attended a full-day mediation session with Mr. Doug Glass, Esq. of Signature Resolution (“Mr. Glass”) lasting about eight hours. Counsel for Plaintiff attended in-person and counsel for Defendant appeared via remote video conferencing.
9. I personally attended that mediation in-person alongside my co-counsel Abbas Kazerounian.
10. Taking into account the burdens, uncertainty and risks inherent in this litigation, I have concluded that further prosecution of this action through trial would be protracted, burdensome, and expensive, and that it is desirable, fair, and beneficial to the Settlement Class that the action now be fully and finally compromised, settled and terminated in the manner and upon the terms and



1 conditions set forth in the Settlement Agreement.

2 11.I believe that the proposed Settlement, including the relief to Settlement Class  
3 Members, is fair, reasonable and adequate to the proposed class, and that it is  
4 in the best interests of the proposed class to settle the action, in light of the  
5 risks, expense and likely delay that would be caused by further litigation  
6 balanced against the benefits of the Settlement.

7 12.I am unaware of any conflict of interest between Plaintiff and any Settlement  
8 Class Member or between Plaintiff and his counsel.

9 **HOURS INCURRED**

10 13.Based on my extensive experience litigating consumer class actions, I believe  
11 my proposed hourly rate of \$400 is fair and reasonable in light of my  
12 experience combined with my prior fee approval rate and the rates of attorneys  
13 with similar experience in my area. *See* Kazerounian Decl., **Exhibit 2**.

14 14.My hourly rate is also supported by the declarations of Schuyler Hoffman, Esq.  
15 and Edward S. Diab, Esq. submitted herewith.

16 15. Last year, I was approved at a rate of \$250.00 for a less complex consumer  
17 class action settlement (compared to this action) for injunctive relief only  
18 involving product mislabeling in the matter of *Baumrind v. Brandstorm, Inc.*,  
19 30-202001160083-CU-MC-CXC, 2021 Cal. Super. LEXIS 9571 (Sup. Ct.  
20 Orange County Dec. 3, 2021). In that action, I was substantially involved in  
21 the settlement aspect of the case and I took the lead drafting the long form  
22 settlement agreement, preliminary approval motion, fee motion, and final  
23 approval motion. I also appeared at the final approval hearing.

24 16.In this action, I was extensively involved in the resolution of this case and  
25 handled many negotiations with opposing counsel, assisted drafting the  
26 preliminary approval motion, and attended the mediation session that resulted  
27 in the class-wide settlement. I also negotiated many of the class action  
28



1 settlement terms. I have also been involved in overseeing the claims  
2 administration process.

3 17. I have spent a majority of my career litigating complex cases such as this one  
4 and I have assisted in resolving various class actions, resulting in numerous  
5 class action settlements, benefiting consumers throughout the country.

6 18. I have incurred approximately 88 hours on this litigation as of October 14,  
7 2022. All these hours were logged contemporaneously in the normal course of  
8 business and are available upon the Court's request. Specifically, I have  
9 incurred approximately: 1 hour on administrative tasks; 6.2 hours on other  
10 communications (such as with the claims administrator and support staff); 4.90  
11 hours on communications with co-counsel; 2.40 hours on communications  
12 with the court; 4.90 hours on communications with opposing counsel; 3.00  
13 hours on communications with the client; 16.90 hours on motion practice;  
14 39.40 hours on mediation and settlement; 0.40 hours on pleadings; and 2.50  
15 on miscellaneous tasks and investigations.

16 19. I anticipate incurring at least 30 additional hours preparing for the final  
17 approval hearing scheduled for January 26, 2023, for a total of 118 hours in  
18 this action.

19 20. Class Counsel have incurred \$21,493.57 in litigation costs as of October 14,  
20 2022 and my firm has anticipates spending over 800 hours in litigating this  
21 matter, when factoring in time to be incurred researching and drafting the final  
22 approval motion, preparing for final and attending the fairness hearing, and  
23 overseeing any *cy pres* distribution of unclaimed settlement funds.

24 21. Class Counsel's combined lodestar, when including a reasonable number of  
25 additional anticipated hours through fairness hearing and overseeing any  
26 contingent *cy pres* distribution of unclaimed funds, is \$443,238.50, based on  
27 818.60 hours.  
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**CLASS COUNSEL’S EXPERIENCE**

1  
2 22. Since my admission to the State Bar of California in 2019, I have been engaged  
3 **exclusively** in the area of consumer rights litigation, primarily in the area of  
4 fair debt collection under the FDCPA and RFDCPA (both individually and on  
5 a class-basis), the defense of debt collection lawsuits, class action litigation  
6 under the Telephone Consumer Protection Act, California’s Invasion of  
7 Privacy Statute pursuant to Penal Code § 630, *et seq.*, false advertising actions  
8 concerning consumer products, unfair competition and other consumer  
9 statutes.

10 23. My firm, Kazerouni Law Group, APC, in which I am an associate attorney,  
11 has litigated over 10,000 cases in the past fourteen years.

12 24. Kazerouni Law Group, APC has offices in Orange County, California; San  
13 Luis Obispo, California; San Diego, California; Phoenix, Arizona; Las Vegas,  
14 Nevada; St. George, Utah; Dallas, Texas; Seattle, Washington; New York,  
15 New York; Mt. Laurel, New Jersey; and Minneapolis, Minnesota.

16 25. Kazerouni Law Group, APC has extensive experience in consumer class  
17 actions and other complex litigation. Kazerouni Law Group, APC has a  
18 history of aggressive, successful prosecution of consumer class actions.  
19 Approximately 95% percent of our practice concerns consumer litigation in  
20 general.

21 26. My firm has been appointed lead counsel in numerous federal class actions,  
22 resulting in millions of dollars of settlements for our clients.

23 27. I was approved as class counsel for settlement purposes in 2021 in a consumer  
24 class action involving product mislabeling in the matter of *Baumrind v.*  
25 *Brandstorm, Inc.*, 30-2020-01160083-CU-MC-CXC, 2021 Cal. Super.  
26 LEXIS 9571 (Sup. Ct. Orange County Dec. 3, 2021) (finally approved class  
27 action settlement for false and misleading claims on the packaging of a  
28 consumer product).



1 28. For the past two years over approximately 60% of my case load is devoted to  
2 handling complex class action matters such as this one.

3 29. For the past several years, I have devoted my legal career to fighting for  
4 consumers and handling complex litigation matters.

5 30. Some notable published decisions in which I was personally involved in  
6 include:

7 a. *Tate v. United States*, No. CV 15-9323 FMO (JPRx), 2021 U.S. Dist.  
8 LEXIS 250473, at \*7 (C.D. Cal. Nov. 8, 2021) (granting, in part,  
9 plaintiff's motion to exclude evidence at trial for a pro bono case under  
10 the Federal Tort Claims Act);

11 b. *Kamrava v. Cenlar Capital Corp.*, No. 2:20-CV-11465-AB (Ex), 2021  
12 U.S. Dist. LEXIS 209314, at \*9 (C.D. Cal. Oct. 7, 2021) (denying  
13 defendant's motion to bifurcate discovery and permitting plaintiff to  
14 proceed with both class and individual discovery for RFDCPA and  
15 TCPA class action case).

16 c. *Phillips v. Royal Appliance Mfg. Co.*, No. 21-cv-987-WQH-KSC,  
17 2021 U.S. Dist. LEXIS 167976, at \*18 (S.D. Cal. Sep. 3, 2021)  
18 (granting plaintiffs' motion to remand to state court in a consumer false  
19 advertising case regarding unlawful warranty practices);

20 d. *Burt v. Bd. of Trs. of the Univ. of R.I.*, No. 20-465-JJM-LDA, 2021 U.S.  
21 Dist. LEXIS 42059 (D.R.I. Mar. 4, 2021) (denying in part and granting  
22 in part motion to dismiss breach of contract claims involving putative  
23 class action for refund as a result of campus closure due to COVID-19);  
24 and,

25 e. *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020  
26 U.S. Dist. LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying  
27 defendant's motion to dismiss and motion to compel arbitration of  
28 TCPA case).

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

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3 31. Kazerouni Law Group has experience litigating FDCPA and/or RFDCPA  
4 cases, including but not limited to:

- 5 a. *Calderon v. Wolf Firm, Inc.*, No. 16-1266-JLS (KESx), 2018 U.S. Dist.  
6 LEXIS 159435, at \*23 (C.D. Cal. Sep. 18, 2018) (FDCPA and RFDCPA  
7 class action finally approved September 18, 2018);  
8 b. *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 109  
9 (Sup. Ct. San Luis Obispo) (RFDCPA class action finally approved on  
10 October 30, 2017);  
11 c. *Moreno-Peralta v. TRS Recovery Services, Inc.*, 2017 Cal. Super.  
12 LEXIS 548 (Sup. Ct. San Luis Obispo Oct. 10, 2017) (RFDCPA class  
13 action finally approved); and,  
14 d. *McPolin v. Credit Service of Logan*, 16-cv-116 BSJ (Utah District  
15 Court) (FDCPA class action with consumers to each receive \$1,428.57,  
16 debt relief, and tradeline deletion finally approved on November 9,  
17 2017).

18 32. Kazerouni Law Group also has experience in litigating false advertising  
19 cases, including but not limited to:

- 20 a. *Maxin v. RHG & Company, Inc.*, 2017 U.S. Dist. LEXIS 27374 (S.D.  
21 Cal. February 27, 2017) (finally approved class action settlement for  
22 \$900,000);  
23 b. *Scheuerman v. Vitamin Shoppe Industries, Inc.*, BC592773 (Los  
24 Angeles Superior Court) (finally approved class action settlement for up  
25 to \$638,384);  
26 c. *Oxina v. Lands' End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal.  
27 2016) (finally approved settlement under California Made in the USA  
28 statute);





- 1 d. *Giffin v. Universal Protein Supplements*, BC613414 (Los Angeles
- 2 Superior Court) (finally approved, class received over \$210,000);
- 3 e. *Ayala et al v. Triplepulse, Inc.*, BC655048, Los Angeles Superior
- 4 Court (Nov. 13, 2018) (finally approved consumer false advertising
- 5 class action settlement);
- 6 f. *Holt, et al. v. FoodState Inc.*, 17-CV-00637-LM (District of New
- 7 Hampshire, 2017) (finally approved, \$2.1 million fund).

8 33. Kazerouni Law Group also has extensive experience in other consumer  
9 related issues. A brief summary of a non-inclusive list of notable decisions  
10 from my firm are as follows:

- 11 a. *Knell v. FIA Card Services, N.A., et al.*, 12-CV-426 AJB(WVG)(S.D.
- 12 Cal. 2014) (California class action involving privacy rights under Cal.
- 13 Penal Code § 632 et seq. Class relief provided for a common fund in
- 14 the amount of \$2,750,000. Counsel obtained final approval on August
- 15 15, 2014);
- 16 b. *Hoffman v. Bank of America, N.A.*, 12-CV-539 JAH(DHB) (S.D. Cal.
- 17 2014) (California class action involving privacy rights under Cal. Penal
- 18 Code § 632 et seq. Class relief provided for a common fund in the
- 19 amount of \$2,600,000. Finally approved on November 6, 2014);
- 20 c. *Zaw v. Nelnet Business Solutions, Inc.*, et al., C 13-05788 RS (N.D. Cal.
- 21 2014) (California class action involving privacy rights under Cal. Penal
- 22 Code § 632 et seq. Class relief provided for a common fund in the
- 23 amount of \$1,188,110. Final approval granted on December 1, 2014).
- 24 d. *Kight v. CashCall, Inc.*, 200 Cal. App. 4th 1377 (2011) (Class action
- 25 involving privacy rights under Cal. Penal Code § 632 et seq. Appeals
- 26 court reversing the trial courts granting of Defendant's motion for
- 27 summary judgment after case was certified);
- 28 e. *Engelen v. Erin Capital Management, LLC*, et al., No. 12-55039 (9th



1 Cir. 2013, not for publication, D.C. No.: 3:10-cv-01125-BEN-RBB)  
2 (Reversing the lower court’s granting of summary judgment to the  
3 defendant debt collector on the basis of the bona fide error defense and  
4 remanding for further proceedings);

5 f. *Sherman v. Yahoo!, Inc.*, 2014 U.S. Dist. LEXIS 13286; 13-CV-0041-  
6 GPC-WVG (S.D. Cal.) (TCPA class action where Defendant’s motion  
7 for summary judgment was denied holding that a single call or text  
8 message with the use of an ATDS may be actionable under the TCPA);

9 g. *Olney v. Progressive Casualty Insurance Company*, 13-CV-2058-  
10 GPC-NLS, 2014 U.S. Dist. LEXIS 9146 (S.D. Cal.) (Defendant’s  
11 motion to dismiss or in the alternative to strike the class allegations was  
12 denied finding that debt collection calls were not exempt from coverage  
13 under the TCPA);

14 h. *Iniguez v. The CBE Group, Inc.*, 13-CV-00843-JAM-AC, 2013 U.S.  
15 Dist. LEXIS 127066 (E.D. Cal.) (The court denying Defendant’s  
16 motion to dismiss and to strike class allegations holding that the TCPA  
17 applies to any call made to a cellular telephone with an ATDS);

18 i. *Hosseinzadeh v. M.R.S. Assocs.*, 387 F. Supp. 2d 1104 (C.D. Cal. 2005)  
19 (Summary judgment was granted *sua sponte* in favor of a debtor where  
20 debt collector violated the Fair Debt Collection Practices Act, when its  
21 employees failed to disclose the debt collector’s identity and the nature  
22 of its business in the messages left on the debtor’s answering machine).  
23 This case has now been followed in at least four different districts  
24 throughout the country.

25 j. *Edstrom v. All Servs. & Processing*, 2005 U.S. Dist. LEXIS 2773 (N.D.  
26 Cal. 2005) (Numerous omissions from a letter sent by a debt collector  
27 to members of a homeowners association, and a statement requiring  
28 any dispute to be put in writing, violated 15 U.S.C. § 1692g(a) of the

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- FDCPA and Cal. Civ. Code §1788.17. The FDCPA required strict compliance; actual confusion on debtors’ part was not required);
- k. *Forsberg v. Fid. Nat’l Credit Servs.*, 2004 U.S. Dist. LEXIS 7622 (S.D. Cal. 2004) (Plaintiff alleged sufficient facts to support his claim that a collection company, in its initial communication, did not comply with the statutory requirements for notice of validation of debts under the FDCPA);
  - l. *Sparrow v. Mazda Am. Credit*, 385 F. Supp. 2d 1063 (N.D. Cal. 2005) (Court struck Defendant’s counter claim of the underlying debt in a fair debt action based on lack of subject matter jurisdiction);
  - m. *Geoffroy, et al. v. Washington Mutual Bank*, 484 F. Supp. 2d 1115 (S.D. Cal. 2007) (Court striking down Defendant’s arbitration agreement as both procedurally and substantively unconscionable);
  - n. *Yang v. DTS Financial Group*, 07-CV-1731 JLS (WMc) (Holding that for profit debt settlement companies are covered under the FDCPA and can be construed as “debt collectors” under 15 U.S.C. § 1692a(6));
  - o. *Mason v. Creditanswers*, 2008 U.S. Dist. LEXIS 68575 (Holding that a forum selection clause causing a California consumer to litigate its claims seems contrary to the policies advanced by certain consumer protection statutes);
  - p. *Myers v. LHR, Inc.*, 543 F.Supp.2d 1215 (2008) (Recognizing actual and statutory damages in the amount of \$92,000 in a default judgment based on violations of the State and Federal collection statutes);
  - q. *Yates v. Allied Intl Credit Corp.*, 578 F. Supp. 2d 1251 (2008) (Holding a debtors claim based on the FDCPA stemming from the filing of a false police report was not subject to the litigation privilege under Cal. Civ. Code § 47(b));
  - r. *Heathman v. Portfolio Recovery Assocs., LLC*, 2013 U.S. Dist. LEXIS



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98742 (S.D. Cal. 2013) (Holding that failing to properly list and disclose the identity of the original creditor in a state collection pleading is a violation of the Fair Debt Collection Practices Act under 15 U.S.C. § 1692e);

s. *Stemple v. QC Holdings, Inc.*, 12-cv-01997-BAS-WVG (S.D. Cal. Nov. 7, 2016) (TCPA action finally approved for \$1,500,000);

t. *Abdeljalil v. GE Capital Retail Bank*, 12-cv-02078-JAH-MDD (S.D. al.) (Class Certification granted and finally approved for \$7,000,000).

34. Many of the cases listed above, which have settled, resulted in the creation of combined common funds and/or distribution to class member in the hundreds of millions of dollars. The outstanding results mentioned above are a direct result of the diligence and tenacity shown by Kazerouni Law Group, APC in successfully prosecuting complex class actions.

**ADDITIONAL RELEVANT TRAINING, ENGAGEMENTS,  
PUBLICATIONS AND ASSOCIATIONS**

35. I have written several articles concerning consumer protection law and plaintiff’s litigation, including but not limited to:

- a. “The Fair Access to Credit Act Provides New Protections to California Consumers Against Predatory Lending Practices” published in Volume 39, Number 1, of the Banking & Financial Services Policy Report in January 2020.
- b. “A first-year associate’s survival guide to mediation: What you need to know to get the most out of your first mediation process” published in Forum Magazine in June 2020.
- c. “To Confer Or Not To Confer?: An Overview Of A Federal Rule Of Civil Procedure 30(B)(6) Deposition In Light Of The New Meet And Confer Requirement” – *publication forthcoming*.



1 36. Member of Consumer Attorneys of California (CAOC) - 2020.

2 37. I have assisted with creating PowerPoint presentations on the following topics  
3 for MCLE events presented by Abbas Kazerounian (a partner in my firm:

- 4 a. 2022 Mass Torts Made Perfect on Arbitrating Mass Tort Claims;
- 5 b. 2022 CAOC seminar in Sonoma, CA, on the “Use of Technology in  
6 Litigation in the Pandemic Age;”
- 7 c. 2021 CAOC San Francisco conference on Using Arbitrations as a  
8 Sword;
- 9 d. 2021 CAOC Sonoma Virtual Conference on Nuts & Bolts of Fighting  
10 Arbitration.

11 38. Prior to becoming an attorney, I served as the California Western Law Review,  
12 Executive Editor of Notes and Comments, 2018–2019. My article was  
13 published in California Western Law Review Journal in 2018. *See* “‘Entitled’:  
14 Why Victims of Sex Discrimination Should Be Entitled to Seek Relief Under  
15 Title VII and Title IX,” California Western Law Review: Vol. 54: No. 2,  
16 Article 3.

17 39. I currently supervise a third-year law student as part of California Western  
18 School of Law’s Clinical Externship Program in which law students extern for  
19 thirteen weeks with a law firm for school credit. The Clinical Externship  
20 Program allows law students to gain experience on actual lawyering  
21 responsibilities by shadowing a supervising attorney and assisting with  
22 complex assignments.

23 40. I attended the following relevant MCLE lectures:

- 24 a. Jay Wheeler Civility Lecture: Civility in the Practice of Law -  
25 Upholding Professional Standards with Opposing Counsel - Tuesday,  
26 July 28, 2020;
- 27 b. Serving Client Needs During the Age of COVID; Speaker(s): John H.  
28 Gomez; Manny Valdez, Jr.; Lori Sarracino - Friday, June 12, 2020;

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c. Ethical Duties and Electronically Stored Information - February 11, 2020; and,

d. PAGA After the Viking River Cruises Decision, July 15, 2002 webinar.

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

By: *Pamela E. Prescott*  
Pamela E. Prescott, Esq.

