

3. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support thereof ("Plaintiffs' Motion" or the "Motion").

4. Plaintiffs and TRISTAR Insurance Group, Inc. have reached an agreement to settle this Action pursuant to the terms of the parties' Class Action Settlement Agreement and Release (the "Settlement Agreement") submitted as Exhibit A with Plaintiffs' Motion.

5. I together with my colleague, Mona Amini at Kazerouni Law Group, APC, and Nicholas Migliaccio, Jason Rathod, and Saran Q. Edwards at Migliaccio & Rathod Firm LLP (collectively, the proposed "Class Counsel") have conducted a thorough investigation into the facts and alleged violations of law asserted in this Action and have been involved in this case since its inception, including, *inter alia*, investigating evaluating the claims, preparing comprehensive pleadings, exchanging informal discovery, and participating in the mediation sessions and extensive arm's length settlement negotiations that ultimately resulted in the Settlement in this Action.

6. The Settlement provides up to \$1,000,000.00 to the Settlement Class Members, including monetary payments for (a) Out-of-Pocket Expenses, (b) Lost Time Payment, (c) Extraordinary Loss Payment, (d) Alternative Cash Payment, and Settlement Class Members can elect to receive Credit Monitoring Services, which includes three (3) years of triple bureau credit monitoring and alerts from all three credit bureaus, CyberScan dark web monitoring, fully managed fraud assistance and identity restoration, a \$1,000,000 insurance reimbursement policy, lost wallet assistance, and member advisory services to provide assistance in implementing further protections, including freezing and unfreezing credit — all of which are meaningful benefits for the Settlement Class Members in light of the risks associated with continued litigation.

Procedural History and the Work of Class Counsel

7. According to TRISTAR, on or about November 10, 2022, TRISTAR discovered unusual activity on its network related to its email system, and the investigation determined there was unauthorized access to certain information related to certain TRISTAR customers (the “Data Incident”). Class Action Pet. (“Pet.”), ¶ 2. The types of information affected by the Data Incident included first and last names, Social Security numbers, and dates of birth, affecting approximately 3,010 people¹. *Id.* ¶ 3. Defendant sent notice of the Data Incident via mail to Plaintiffs and the Settlement Class Members in February 2023, informing them their personally identifiable information (“PII”) may be at risk due to the Data Incident. *Id.* ¶ 11.

8. On February 24, 2025, Plaintiffs filed their Petition in this court, asserting claims for violation of the California Consumer Protection Act, Cal. Civ. Code §§ 1789.100, et seq. (“CCPA”), violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (“UCL”), violation of the California Customer Records Act, Cal. Civ. Code §§ 1798.80 et seq. (“CCRA”), negligence, negligence per se, invasion of privacy, breach of implied contract, and breach of contract. Additionally, the Petition defined a Nationwide class and a California Subclass. (CJ-2025-00745). Specifically, the Nationwide Class is defined as “[a]ll persons within the United States whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.” The California Subclass is defined as “[a]ll persons residing within the State of California whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.”

¹ Although Plaintiffs alleged in the Petition that 35,120 people were impacted by the Data Incident, Plaintiffs have since learned approximately 38,037 were impacted by the Data Incident.

9. The Parties engaged in settlement discussions, and participated in two mediation sessions facilitated by esteemed mediator, Robert A. Meyer, at the conclusion of which they reached a settlement in principle, which was ultimately memorialized in the proposed Settlement Agreement. The Parties did not discuss attorneys' fees, costs, and expenses, or service awards for Plaintiffs prior to reaching an agreement as to the material terms of the relief for Settlement Class Members. Although an agreement was reached in principle, the proposed Settlement Agreement was ultimately agreed to after continued extensive arm's-length settlement discussions between the Parties following the mediation.

10. Before the mediation, Plaintiffs sought and obtained informal discovery from TRISTAR on a number of topics, including: the number of individuals whose personally identifiable information ("PII") was compromised during the Data Incident; the types of PII potentially compromised; the mechanics of the Data Incident; the remedial actions TRISTAR took after the Data Incident; and the terms of any potentially applicable insurance coverage. Indeed, the Settlement was achieved only after a thorough pre-petition investigation that culminated in the preparation of a detailed Petition, the consideration of relevant informal discovery, and months of settlement negotiations.

11. Notably, Class Counsel investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, made a thorough study of the applicable legal principles, and conducted a thorough assessment of the strengths and weaknesses of the claims. After this thorough analysis, Plaintiffs and Class Counsel concluded that it would be in the best interests of the Settlement Class to enter into the Agreement.

12. Plaintiffs and Class Counsel were well informed of the strengths and weaknesses of the Action. Although Plaintiffs and Class Counsel believe that the factual and legal claims

asserted in the Action are meritorious, they recognize the outcome of the case and the claims asserted therein are uncertain, that TRISTAR would likely assert several potentially case-dispositive defenses, and that protracted litigation of this Action to final judgment would entail substantial costs, risks, and delay of benefits and relief for Plaintiffs and all Settlement Class Members, if any.

13. Class Counsel undertook a competitive bidding process to acquire an excellent Settlement Administrator for the Class, including soliciting cost proposals from various administrators. After considering bids from numerous administration firms, the Parties ultimately selected EisnerAmper. The Parties are confident that EisnerAmper can meet the obligations imposed on a Settlement Administrator under the Settlement for a reasonable cost. Further, EisnerAmper is a well-known firm with a history of successfully administering many class action settlements, including other data breach settlements.

14. It is Class Counsel's opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation. This view is informed by Class Counsel's decades of experience litigating complex actions, including data breach class actions. *See generally*, Migliaccio & Rathod Firm, LLC Resume (Exhibit 1), and Kazerouni Law Group, APC Firm Resume (Exhibit 2), submitted concurrently with Plaintiffs' Motion.

15. Class Counsel represent that there are no agreements related to the Settlement other than those reflected in the Settlement Agreement and an agreement with EisnerAmper to perform notice and settlement administration services if this Motion is granted by the Court.

16. The Settlement Class Representatives have also demonstrated their adequacy by: (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Class

Counsel to permit investigation and development of the Petition; (iii) being available as needed throughout the litigation; and (iv) monitoring the litigation. Plaintiffs do not have any interests antagonistic to other class members.

Background and Experience of Kazerouni Law Group, APC

17. Kazerouni Law Group, APC has extensive experience representing plaintiffs in class action litigation. Notably, I routinely handle class actions (such as the present case) that arise out of data breaches involving consumers' personal information.

18. Kazerouni Law Group, APC has been appointed as class counsel in numerous consumer class actions and data breach class actions specifically, including but not limited to: *Santana, et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved California Confidentiality of Medical Information Act (CMIA) class action that settled shortly before trial, providing approximately 14,100 class members with the benefit of \$6,764,616 of credit monitoring and identity theft protection packages, \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at over \$13.5 million); *R.O., et al. v. Rady Children's Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (CMIA class action settlement granted final approval on December 10, 2021); *Newman v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No. 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (finally approved data breach class action); *Stoffers v. Dave, Inc.*, No. 20STCV35381 (CCPA data breach class action settlement, granted final approval, Abbas Kazerounian and Mona Amini as Class Counsel), *In re Planned Parenthood Los Angeles Data Incident Litigation*, Case No. 21-CV-44106 (CMIA data breach class action settlement granted preliminary approval, with Mr. Kazerounian as Interim Liaison Counsel); *In re*

Entertainment Partners Data Breach Litigation, Lead Case No.: 2:23-cv-065460CAS-PVC (C.D. Cal.) (Ms. Amini appointed to Plaintiff's Steering Committee); *Nulf v. Alvaria, Inc., et al.*, Case No. 1:23-cv-10999 (D. Mass.) (Ms. Amini appointed as Liaison Counsel and Interim Class Counsel); *McCartney v. Ventura County Credit Union*, No. 2023CUPP011569 (Ventura County Superior Court) (Ms. Amini appointed to Executive Committee and Interim Class Counsel); *Hellyer, et al. v. Smile Brands Inc., et al.*, No. 8:21-v-01886-SOC-ADS (C.D. Cal.) (CMIA class action settlement granted final approval, with Mr. Kazerounian as Co-Lead Counsel); *In re loanDepot Data Breach Litigation*, Case No. 8:24-cv-00136-DOC-JDEx (C.D. Cal.) (data breach class action settlement granted final approval, Mr. Kazerounian appointed as Interim Co-Lead and Class Counsel); *In re Nations Direct Mortgage, LLC Data Breach Litigation*, No. 2:24-cv-00595-ART-NJK (D. Nev.) (Ms. Amini appointed as Interim Class Counsel); *Hillbom v. R1 RCM, et al.*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.) (data breach class action settlement granted final approval with Mr. Kazerounian and Ms. Amini as Class Counsel).

19. I recognize that my firm's successes in data privacy litigation are largely attributable to, and a testament of, my good fortune in being appointed to incredible teams of talented lawyers dedicated to working together to achieve common goals for consumers. I am confident that, if appointed, this case will be no different.

20. My firm and I will continue to staff this action with knowledgeable and experienced attorneys from my firm, including my co-counsel Mona Amini at Kazerouni Law Group, APC, and supported by accomplished support staff, as we prepare pleadings, draft memoranda, oversee settlement administration, and see this Action through to final approval of the Settlement.

21. As mentioned above, a true and correct copy of Kazerouni Law Group, APC's Firm Resume, which further details the firm's accomplishments, is appended hereto as Exhibit 2.

Risks Involved in the Action

22. Plaintiffs' Counsel undertook this case on a contingent-fee basis, assuming significant risk that the case would yield no recovery and would leave our firms uncompensated. From the outset of this matter, proposed Class Counsel have not been compensated for any time spent representing Plaintiffs or prospective Class Members in the litigation. Counsel have also paid the unreimbursed expenses out of their own pockets with no assurance of recovery.

23. This case presented substantial risks and uncertainties that could have prevented any recovery whatsoever. Despite the most vigorous and competent of efforts, success in this contingent-fee litigation was never assured.

24. Proposed Class Counsel have devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise would have taken on.

25. In addition to the work performed thus far, Class Counsel anticipate that they will expend a substantial amount of time performing the following before this litigation and Settlement administration is resolved: overseeing notice and administration of the Settlement, coordinating with the Claims Administrator, monitoring Settlement administration, and responding to Settlement Class Member inquires, and tasks pertaining to the final fairness hearing, including Plaintiffs' motion for final approval of the Settlement.

26. Among national consumer protection class action litigation, data breach cases are some of the most complex. Data breach litigation is a relatively new area of the law and many of the legal issues encountered in such cases are novel and, as a result, data breach cases present a significant risk to plaintiffs' attorneys. *See, generally* Timothy H. Madden, *Data Breach Class*

Action Litigation—A Tough Road for Plaintiffs, BOSTON BAR J., Fall 2011, at 27; Matthew J. Schwartz, *Why so Many Data Breach Lawsuits Fail*, Bank Info Security, 05/11/2015, <https://www.bankinfosecurity.com/data-breach-lawsuits-fail-a-8213> (last visited July 28, 2025).

27. As a result of Class Counsel’s efforts in the face of substantial risks, proposed Class Counsel achieved a significant recovery for the benefit of Plaintiffs and the proposed Settlement Class.

The Proposed Attorneys’ Fees and Costs and Service Awards are Reasonable

28. “Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingent fee basis.” *Cimarron Pipeline Const., Inc. v. Nat’l Council on Comp. Ins.*, 1993 U.S. Dist. LEXIS 19969 at *2 (W.D. Okla. June 8, 1993). Further, a “contingency fee of one-third is relatively standard in lawsuits that settle before trial.....” *Lewis v. Wal-Mart Stores, Inc.*, No. 02-CV-0944-CVE-FHM, 2006 U.S. Dist. LEXIS 87681, at *4 (N.D. Okla. Dec. 4, 2006). The requested attorneys’ fees in the present matter are 33% of the Aggregate Cap and are therefore firmly within the average of awards.

29. The amount of Class Counsel’s proposed fee award was not discussed until benefits to the Settlement Class were agreed upon.

30. Considering the amount of work required to obtain this favorable result for Plaintiffs and the Settlement Class, the request for attorneys’ fees and related costs is reasonable.

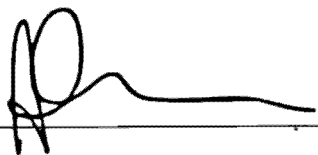
31. TRISTAR also agrees to pay Plaintiffs Service Awards in the amount of \$2,00.00 for initiating this Action and their participation as Settlement Class Representatives on behalf of the Settlement Class, subject to Court approval.

32. Therefore, the Service Awards for the Settlement Class Representatives is meant to recognize Plaintiffs for their efforts on behalf of the Settlement Class, including providing

information for the pleading and settlement discussions, informal discovery responses, engaging with Class Counsel regarding the Action, participating in the settlement negotiations, and approving the proposed Settlement terms. As a result, the proposed Service Awards for the Settlement Class Representatives do not constitute preferential treatment and are in line with Service Awards approved by other courts in similar data breach class action settlements.

33. Lastly, Plaintiffs have no conflicts of interest with the other members of the Settlement Class, as Plaintiffs had their Personal Information allegedly compromised in the same Data Incident as the other Settlement Class Members, and Plaintiffs share the Settlement Class Members' interests of obtaining relief following the Data Incident and preventing future harm.

I declare under penalty of perjury of the laws of the United States that the that the foregoing is true and correct. Executed on January 12, 2026.

By:  _____

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EXHIBIT 2

KAZEROUNI LAW GROUP, APC



ABBAS KAZEROUNIAN

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Bar Admissions:

California, Colorado, District of
Columbia, Illinois, New York,
Texas, Michigan, and Washington.

Education:

California Western School of Law,
San Diego, California J.D., 2006

University of Plymouth, United
Kingdom, Bachelor of Arts – 2000

The London Academy of
Performing Arts - 2001

Abbas Kazerounian is one of the founding partners of Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm with its headquarters in Costa Mesa, CA. KLG has offices in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington. Mr. Kazerounian is an active member of several consumer rights organizations, he currently serves as the Secretary for the Consumer Attorneys of California (CAOC), and he is an adjunct professor at California Western School of Law where he teaches a three-credit course in Consumer Law. He is also regularly invited to speaking engagements nationwide on the topics of class action litigation and consumer law.

Mr. Kazerounian has been recognized as one of the Top 50 Orange County Super Lawyers 2021-2025 and the Top 100 Southern California Super Lawyers 2021-2025. He was selected by his peers as a Super Lawyer (a prestigious recognition is only given to up to 5 percent of the attorneys in the state) from 2016-2023 and as a Rising Star from 2013-2014. Mr. Kazerounian was also voted as a Rising Star by the San Diego Daily Tribune in 2012.

Mr. Kazerounian is regarded as a one of the preeminent consumer rights attorneys in Southern California. His depth of experience and knowledge in this practice area along with his trial skills, make Mr. Kazerounian one of the premier advocates within this field of law. Abbas has been responsible for over 650 published opinions, and he has successfully argued before the Ninth Circuit of Appeals on numerous occasions. Specifically, he has presented oral argument before the Ninth Circuit Court of Appeals in several landmark cases, such as *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

HONORS & AWARDS:

Wiley W. Manuel Award by State Bar of California for Pro Bono Work, 2017; Voted Rising Star by San Diego Transcript in 2012; Voted Rising Star in Super Lawyers Magazine, 2013-2015; Nominated to Top 40 under 40 by The National Trial Lawyers 2018-2019; Selected as a Super Lawyer by Super Lawyer Magazine 2016-present; Selected by Super Lawyers Magazine as Top 100 in Southern California in 2021-present; Selected by Super Lawyers Magazine as Top 50 in Orange County 2021-present; Received the Presidential Award of Merit from Consumer Attorneys of California (CAOC) in November 2022.

PUBLICATIONS:

Articles: *The Impact of Epic Systems Corp. v. Lewis: How Arbitration Will Impact Consumers Going Forward*, The Gavel, 2018; *Material Considerations When Screening For A Class Representative*, Plaintiff Magazine, 2020; *Collateral Damage, Beyond the Personal Injury: When Creditors and Collection Agencies Stalk Your Client*, Plaintiff Magazine, 2017; *Finding A Balance*, Nutrition Business Journal, Special Edition, 2016; *FDCPA: The Forgotten Statute*, Daily Journal, 2016; *Principles of Litigating Consumer Class Actions*, The Advocate, 2015.

Books: *Boy with Two Lives*, 2015; and *On Two Feet and Wings*, 2013.

SPEAKING ENGAGEMENTS:

Presented at numerous events on various legal topics, including: 2023 Mass Torts Made Perfect on Mass Arbitrations, 2023 CAOC Sonoma Seminar on Recent Trends and Developments in Mass Torts and Class Actions; 2022 CAOC Annual Convention on Hot Topics Surrounding Consumer Class Actions; 2022 Mass Torts Made Perfect Fall 2022 Seminar on the Nuts and Bolts of Mass Arbitrations; 2021 CAOC Annual Convention on Using Arbitration as a Sword; 2021 CAOC Sonoma Virtual Conference on Nuts & Bolts of Fighting Arbitration; 2021 Palm Springs Seminar Panel on Hot Topics In Mass Tort And Class Actions: What You Don't Know Might Get You Burned. Spoke on *Recent Developments in Labeling Class Actions*; Fundamentals of the FDCPA, NCLC 2019 Las Vegas Conference; "The interplay between Personal Injury and Class Actions," CAOC, Sonoma Seminar 2019; Mass Torts Made Perfect on Modern Trends in the TCPA, April of 2019; Consumer Financial Services Committee meeting entitled, *TCPA Litigation: Where Is It Heading Now?*, January 11, 2019; panelist at a webinar, *TCPA Takes A New Turn With the 9th Circuit's Ruling in Marks v. Crunch San Diego, LLC*, hosted by the Consumer Financial Services Committee of the American Bar Association, October 10, 2018; National webinar sponsored by Ballard Spahr LLP, entitled, *From Both Sides: Plaintiff and Defense Perspectives on the TCPA*, August 2018; Inland Empire CAOC Convention on "Class Action Hot Topics," May 2018; National Webinar by the ABA Consumer Financial Services Committee on TCPA Update – "The D.C. Circuit's TCPA Decision on the FCC Ruling, March 22, 2018; moderated the Judges Panel on Class Action Trends and Federal Litigation Trends at the NCLC Conference, March 2016; lectured on the TCPA before the ABA Business Law Section, Consumer Financial Services Committee in January 2016 at an event in Utah entitled, "Impact of the FCC's 2015 Rulings on TCPA Litigation"; Class Action Trends at the CAOC 2015 Conference in San Francisco, CA; panelist in a webinar, ABA Telephonic Brown Bag re: TCPA, August 25, 2015; ABA TCPA National Webinar (Consumer Protection, Privacy & Information Security, Private Advertising Litigation, and Media & Technology Committees), September 2013.

Speaker at various law schools, including Whittier Law School, Chapman Law School, University of California, Irvine, and California Western School of Law.

Often called upon to appear on radio and television shows to offer legal analysis, including on Dr. Drew Midday Live and Fox 5.

Adjunct professor at California Western School of Law teaching Consumer Law course.

KAZEROUNI LAW GROUP, APC



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Mona Amini is a Partner with Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm with its headquarters in Costa Mesa, California. KLG has additional offices and attorneys located in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington.

Ms. Amini has litigated numerous consumer rights cases, including individual matters as well as nationwide class actions against major corporations, on behalf of clients with claims arising out of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, Telephone Consumer Protection Act, as well as other federal and state consumer protection statutes, including California data breach statutes such as the California Consumer Privacy Act (CCPA) and the California Confidentiality of Medical Information Act (CMIA).

Ms. Amini is a member of several local and national associations, including the Consumer Attorneys of California, National Association of Consumer Advocates, Orange County Bar Association, Orange County Trial Lawyers Association, and Clark County Bar Association. In 2019, the Consumer Attorneys of California (CAOC) selected Ms. Amini from a pool of applicants for its 2019 Leadership Academy. Also, in 2022 and 2023, Ms. Amini was chosen for membership into The National Trial Lawyers: Top 40 Under 40.

Ms. Amini was also selected by selected by Super Lawyers in 2021-2025 for its list of Southern California Rising Stars, an honor reserved for those lawyers who exhibit excellence in practice. Only 2.5% of attorneys in Southern California receive this distinction.

KAZEROUNI LAW GROUP'S CLASS ACTION LITIGATION EXPERIENCE:

KLG has over 15 years of experience in representing plaintiffs in consumer litigation. KLG is a highly regarded class action firm and has litigated over 15,000 individual consumer rights cases. Some of KLG's more notable cases in the class action space include: *Vakilzadeh v. The Board of the Trustees of the California State University*, No. 20STCV23134 (Sup. Ct. Los Angeles) (denying in part and granting in part demurrer in COVID-19 student refund litigation; and appointed as interim co-lead class counsel); *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020 U.S. Dist. LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying defendant's motion to dismiss and motion to compel arbitration of TCPA case); *Holt v. Foodstate, Inc.*, No. 1:17-cv-00637-LM, 2020 U.S. Dist. LEXIS 7265 (D.N.H. Jan. 16, 2020) (Class counsel in finally approved false advertising action, with a common fund \$2,100,000); *Delisle v. Speedy Cash*, No. 3:18-CV-2042-GPC-RBB, 2019 U.S. Dist. LEXIS 96981 (S.D. Cal. June 10, 2019) (denying defendant's motion to compel arbitration, for a second time); *Smith v. One Nev. Credit Union*, 2:16-cv-02156-GMN-NJK, 2019 U.S. Dist. LEXIS 54963 (D. Nev.) (finally approved Fair Credit Reporting Act class action settlement for \$600,000 on March 29, 2019); *Swigart v. Parcel Pending, Inc.*, 3:18-cv-02238-BEN-WVG (S.D. Cal.) (granting final approval to surreptitious call recording class action settlement); *McCurley et al. v. Royal Seas Cruises, Inc.*, 17-cv-00986-BAS-AGS (S.D. Cal.) (certified class achieved by motion in TCPA class action on behalf

of over 2 million class members, on July 31, 2018); *Barrow v. JPMorgan Chase Bank, N.A.*, 1:16-cv-03577-AT (N.D. Ga.) (Class counsel in TCPA class action settlement with \$2,250,000 common fund, finally approved on November 6, 2018); *Giffin v. Universal Protein Supplements Corporation d/b/a Universal Nutrition et al.*, No. BC613414 (Sup. Ct. Los Angeles) (finally approved class action settlement alleging violation of California Made in USA law); *Medeiros v. HSBC Card Services, Inc. et al.*, 2017 U.S. LEXIS 178484 (C.D. Cal. Oct. 23, 2017) (finally approved surreptitious call recording class settlement for \$13,000,000); *Hooker v. Sirius XM Radio Inc.*, 4:13-cv-00003-AWA-LRL (E.D. Va., December 22, 2016) (co-lead counsel in finally approved TCPA class action settlement with fund of \$35,000,000); *Gebrich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (co-lead counsel in finally approved TCPA class action settlement for \$34,000,000); *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM (S.D. Cal.) (Co-lead counsel in finally approved TCPA settlement for over \$6,500,000 on March 28, 2016); *Chen v. Allstate Ins. Co.*, 819 F.3d 1136 (9th Cir. 2016) (order affirming decision finding unaccepted offer of judgment under Fed. R. Civ. P. 68 did not moot the plaintiff's individual claims); *Macias v. Water & Power Community Credit Union*, BC515936 (Sup. Ct. Los Angeles) (final approval in Rosenthal Fair Debt Collection Practices Act class settlement in 2016); *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles) (final approval of surreptitious call recording class action for \$5,600,000); *Oxina v. Lands' End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal. 2016) (finally approved settlement under California Made in the USA statute); *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016) (finally approved settlement in auto-renewal violation action); *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D. Cal.) (finally approved TCPA class action settlement for \$39,975,000); *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB (S.D. Cal.) (co-lead counsel in California class action settlement under Penal Code 632, *et seq.*, with a common fund of \$2,600,000, finally approved on November 6, 2014); *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection Act Litigation*, 11-md-02295-JAH (BGS) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process); *In Re: Midland Credit Management, Inc., Telephone Consumer Protection Act Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process; finally approved for \$18,000,000); *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG (BLM) (Co-lead counsel, TCPA settlement of \$17.1 Million finally approved in 2013).

Served as appointed Co-Lead Counsel in a federal securities class action in *Jiao et al. v. Merrill Lynch Pierce Fenner & Smith, Inc. et al.*, No. 3:17-cv-00409-L-MDD (S.D. Cal.).

Presented oral argument before the Ninth Circuit Court of Appeals in *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

Prior experience in products liability litigation includes obtaining a \$2,500,000 settlement in 2008 in *Mei Lu Hwei, et al. v. American Honda Motor Co., Inc., et al.*, BC401211 (Sup. Ct. Los Angeles).

Prior experience in data breach class actions includes: *McAfee et al. v. Treasure Island, LLC*, No. A-18-772302-C, 2019 Nev. Dist. LEXIS 421 (D. Nev.) (finally approved in data breach action, May 23, 2019); *Santana, et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved California Confidentiality of Medical Information Act (CMIA) class action that settled shortly before trial, providing approximately 14,100 class members with the benefit in the form of \$6,764,616 of credit monitoring and identity theft protection packages, \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at over \$13.5 million); *R.O., et al. v. Rady Children's Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (California CMIA class action settlement, granted final approval on December 10, 2021); *Newman v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action, granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No. 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (finally approved data breach class action settlement); *Nulf v. Alvaria, Inc., et al.*, Case No. 1:23-cv-10999 (D. Mass.), *In re Planned Parenthood Los Angeles Litigation*, No. 21STCV44106 (data breach class action, KLG appointed as Liaison Counsel), *Stoffers v. Dave, Inc.*, No. 20STCV35381 (CCPA data breach class action settlement, granted final approval, KLG Class Counsel), and *Hellyer, et al. v. Smile Brands*, No. 8:21-cv-01886-DOC-ADSx (CMIA class action settlement); *In re loanDepot Data Breach Litigation*, No. 8:24-cv-00136-DOC-JDE (C.D. Cal.), as well as other pending matters.