

**IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA**

STEWART ABRAMSON, individually and on
behalf of a class of all persons and entities
similarly situated,

Plaintiff

vs.

NORTH STAR INSURANCE ADVISORS
LLC, TORCHLIGHT TECHNOLOGY GROUP
LLC and RAPID RESPONSE MARKETING
LLC

Defendants.

Case No. 2:22-cv-827

**DECLARATION OF ANTHONY I. PARONICH IN
SUPPORT OF PLAINTIFFS' MOTION FOR AWARD OF
ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE PAYMENT AWARDS**

I, Anthony I. Paronich, declare under penalty of perjury:

1. I make this declaration in support of Plaintiffs' Motion for Award of Attorneys' Fees, Costs, and Expenses, and Service Payment Awards.¹ Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age, and I am competent to testify and make this affidavit on personal knowledge. I have extensive experience in the prosecution of class actions on behalf of

¹ All capitalized terms not defined herein have the meanings set forth in the Parties' Settlement Agreement and Release (the "Settlement Agreement").

consumers, particularly claims under the TCPA.

3. I am a 2010 graduate of Suffolk Law School. In 2010, I was admitted to the Bar in Massachusetts. Since then, I have been admitted to practice before the Federal District Court for the District of Massachusetts, the Northern District of Illinois, the Eastern District of Michigan, the Western District of Wisconsin, the Southern District of Indiana, the First Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Ninth Circuit Court of Appeals. From time to time, I have appeared in other State and Federal District Courts *pro hac vice*. I am in good standing in every court to which I am admitted to practice.

4. I was an associate at Broderick Law, P.C. in Boston, Massachusetts from 2010 through 2016.

5. I was a partner at Broderick & Paronich, P.C. in Boston, Massachusetts from 2016 through 2019.

6. In 2019, I started Paronich Law, P.C., focused on protecting consumers in class action lawsuits.

7. I have been appointed class counsel in more than 30 TCPA cases, including the following:

- i. Desai and Charvat v. ADT Security Services, Inc., USDC, N.D. Ill., 11-CV-1925, a TCPA class settlement of \$15,000,000 granted final approval on June 21, 2013.
- ii. Jay Clogg Realty Group, Inc. v. Burger King Corporation, USDC, D. Md., 13-cv-00662, a TCPA class settlement of \$8,500,000 granted final approval on April 15, 2015.
- iii. Charvat v. AEP Energy, Inc., USDC, N.D. Ill., 1:14-cv-03121, a TCPA class settlement of \$6,000,000 granted final approval on September 28, 2015.
- iv. Bull v. US Coachways, Inc., USDC, N.D. Ill., 1:14-cv-05789, a TCPA class settlement finally approved on November 11, 2016 with an agreement for judgment in the amount of \$49,932,375 and an assignment of rights against defendant's insurance carrier.

- v. Smith v. State Farm Mut. Auto. Ins. Co., et. al., USDC, N.D. Ill., 1:13-cv-02018, a TCPA class settlement of \$7,000,000.00 granted final approval on December 8, 2016.
- vi. Mey v. Frontier Communications Corporation, USDC, D. Conn., 3:13-cv-1191-MPS, a TCPA class settlement of \$11,000,000 granted final approval on June 2, 2017.
- vii. Heidarpour v. Central Payment Co., USDC, M.D. Ga., 15-cv-139, a TCPA class settlement of \$6,500,000 granted final approval on May 4, 2017.
- viii. Thomas Krakauer v. Dish Network, L.L.C., USDC, M.D.N.C., 1:14-CV-333 on September 9, 2015. Following a contested class certification motion, this case went to trial in January of 2017 returning a verdict of \$20,446,400. On May 22, 2017, this amount was trebled by the court after finding that Dish Network’s violations were “willful or knowing,” for a revised damages award of \$61,339,200. (Dkt. No. 338).
- ix. Charvat v. Carnival Corporation & PLC, et. al., USDC, N.D. Ill., 1:13-cv-00042, a TCPA class settlement of \$12,500,000 granted preliminary approval on July 6, 2017.
- x. Abante Rooter and Plumbing, Inc. v. Birch Communications, Inc., USDC, N.D. Ga., 1:15-CV-03562-AT, a TCPA class settlement of \$12,000,000 granted final approval on December 14, 2017.
- xi. Abante Rooter and Plumbing, Inc. v. Pivotal Payments, Inc., USDC, N.D. Ca., 3:16-cv-05486-JCS, a TCPA class settlement of \$9,000,000 granted final approval on October 15, 2018.
- xii. In re Monitronics International, Inc., USDC, N.D.W. Va., 1:13-md-02493-JPB-JES, a TCPA class settlement of \$28,000,0000 granted final approval on June 12, 2018.
- xiii. Charvat v. Carnival Corporation & PLC, et. al., USDC, N.D. Ill., 1:13-cv-00042, a TCPA class settlement of \$12,500,000 granted final approval in April of 2020.
- xiv. Loftus v. Sunrun, Inc., USDC, N.D. Cal., 3:19-cv-1608, a TCPA class settlement of \$5,500,000 granted final approval on May 11, 2021.

8. My firm is counsel of record in this case and has been appointed as Settlement Class Counsel for the purposes of settlement.

9. Prior to agreeing to the Settlement Agreement, I was well-versed in both the applicable law and facts at issue. In addition to conducting initial legal and factual research, I

reviewed and analyzed documents and data, including multiple depositions and document productions.

10. As Settlement Class Counsel, I believe that the Settlement Agreement between the Parties is fair and reasonable and in the best interests of the Settlement Class. Settlement Class Counsel conducted sufficient investigation, and the litigation was sufficiently advanced to allow counsel to evaluate the merits of the case and the value of potential recovery. The result is a fair and reasonable settlement that will provide substantial benefits to Settlement Class Members who are Authorized Claimants. The class representatives were kept abreast of the proceedings throughout the litigation, reviewed the final Settlement Agreement, and also agree that it is fair and reasonable.

11. The Settlement Agreement provides economic benefits directly to the Settlement Class, benefits that may not be available in the event of continued litigation.

12. Based on Plaintiffs' estimate, if the Court approves the Administration Costs, the attorneys' Fees, Costs, and Expenses Award requested, and the Service Payments, the distribution to each current claimant would be approximately \$1,000.

13. The Settlement Agreement also provides for the payment of attorneys' fees, costs, and expenses to Settlement Class Counsel following application for and Court approval of such an award. The compensation for the services Settlement Class Counsel rendered to the Settlement Class is wholly contingent. Settlement Class Counsel has worked without compensation or reimbursement for their time and out-of-pocket expenses necessary to position this case for settlement. Any fees and reimbursement of expenses will be limited to the amount awarded by the Court. In light of the complexity and scope of this Action, Settlement Class

Counsel had to forego other cases once they had agreed to represent the class representatives and Settlement Class in this Action.

14. Settlement Class Counsel also agreed to advance all costs of this litigation.

15. Plaintiffs and Settlement Class Counsel agreed that Settlement Class Counsel would receive reimbursement for its costs from the value of a successful settlement or judgment.

16. Settlement Class Counsel have expended \$14,500 in costs, the bulk of which were incurred for expert and mediation expenses. The remaining amounts are for filing fees and travel expenses necessary for the litigation. All of the expenses were necessary and appropriate for the prosecution of this Action, and all are of the type that are customarily incurred in litigation and routinely charged to clients billed by the hour.

17. Plaintiff took steps to protect the interests of the Settlement Class and spent time pursuing the claims underlying this matter. As there are no other class representatives in this matter, without Mr. Abramson, the common fund established here might never have come to be. It is for these reasons that Settlement Class Counsel requests that the Court approve the proposed Service Payments of \$10,000 for the Plaintiff.

PURSUANT TO 28 U.S.C. § 1746, I DECLARE SIGNED UNDER PENALTY OF PERJURY OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT EXECUTED THIS 26th DAY OF FEBRUARY, 2024 IN THE COMMONWEALTH OF MASSACHUSETTS.

/s/ Anthony I. Paronich
Anthony I. Paronich