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10 Attorneys for Plaintiff Winifred Cabiness and the putative class

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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SAN FRANCISCO DIVISION

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16 WINIFRED CABINESS, individually and on  
behalf of all others similarly situated,

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Plaintiff,

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v.

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EDUCATIONAL FINANCIAL SOLUTIONS,  
20 LLC dba CAMPUS DEBT SOLUTIONS, BETA  
INVESTMENT GROUP, INC.; EQUITY  
21 ACQUISITIONS, LLC; VENTURETECH  
SOLUTIONS, LLC; DEBT.COM, LLC; and  
HOWARD DVORKIN

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Defendants.

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**Case No. 3:16-cv-01109-JST**

**DECLARATION OF PLAINTIFF  
WINIFRED CABINESS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR ORDER  
APPROVING AWARD OF SERVICE  
PAYMENTS, ATTORNEYS' FEES, AND  
COSTS**

**Date: November 15, 2018**

**Time: 2:00 p.m.**

**Dept.: Courtroom 9, 19th Floor**

**Hon. Jon S. Tigar**

24 I, Winifred Cabiness, declare as follows:

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1. I reside in Oakley, California and am the named Plaintiff in this case.

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2. I have personal knowledge of the facts set forth in this declaration and could and

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would testify competently under oath if called as a witness.

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1 3. I have student loans that I took out to help my daughter pay for college. I have always  
2 tried to pay on my loans, but in the past I have had some difficulty. In the past, when I knew  
3 that I was going be unable to make a payment, I would always call the Department of  
4 Education to let them know and try to work with them. For example, I have been granted loan  
5 forbearances in the past.

6 4. In May 2015, I realized that my loan forbearance was running out, so I attempted to  
7 contact the Department of Education. I called the number listed on the top of one of my old  
8 account statements, (800) 848-0979. After I dialed the number, I thought I was talking to the  
9 Department of Education. I gave the person on the phone my social security number and full  
10 name, and I believe that the person I was speaking with created a new National Student Loan  
11 Data System account for me. When the individual asked for permission to withdraw fees  
12 directly from my bank account, I told that person that I did not have the information, and  
13 would call back the next day and was given a “direct number” to call.

14 5. When I called back the next day, nobody picked up. I reached a voicemail. To my  
15 surprise, the voicemail box was for a company called Campus Debt Solutions, not the  
16 Department of Education! I immediately hung up.

17 6. I then began to receive calls from Campus Debt Solutions. Within a few days, I sent  
18 them an email asking them to stop calling me. But they kept calling and leaving messages. I  
19 believe they called me at least 34 times.

20 7. I filed this case against Campus Debt Solutions in March 2016 because I wanted the  
21 calls to stop, and I felt that Campus Debt Solutions had caused me significant stress and  
22 anxiety.

23 8. After I filed the lawsuit, I learned that Campus Debt Solutions had done the same thing  
24 to thousands of other people, that is, calling them without authorization. I was still disturbed  
25 that I had been tricked into giving them my number and information, and did not think that it  
26 was right that they could still do to other people. I felt bad for everyone else, and wanted  
27 Campus Debt Solutions to stop calling them too.

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1 9. I met with Sharon Djemal and Elliot Conn on multiple occasions. We had lengthy  
2 meetings and discussed the possibility of filing what they called a class action. They  
3 explained the class action process to me and the risks involved. They explained that if I  
4 wanted to make my lawsuit a class action that I would be a class representative, representing a  
5 large group of people and that I would have to look out for them and not put myself in front of  
6 them. This would be the way that I would be able to get Campus Debt Solutions to stop  
7 calling everyone else. They told me that I would be the same as everyone else and that I could  
8 not be promised any greater recovery than that given to everyone else. They also told me that  
9 the litigation would take longer than an individual case.

10 10. Despite these risks, I decided to change my complaint to be a class action because I felt  
11 that what Campus Debt Solutions had done was wrong. I thought I was talking to the  
12 Department of Education; just because I called a number on my bill did not mean that some  
13 company that I had never heard of could call me whenever it felt like it. If I was this upset, I  
14 am sure everyone else was also.

15 11. I knew that I would most likely receive less money through a class action than I would  
16 as an individual case. But I wanted to put the interests of everyone else in front of getting a  
17 little more money because I felt that what Campus Debt Solutions had done was wrong and  
18 they needed to stop. I believe that we have achieved that goal. I am very happy that I am able  
19 to help so many people.

20 12. After I agreed to be a class representative and bring my case as a class action, I took  
21 my responsibilities very seriously. I agreed to cooperate in the lawsuit, including responding  
22 to discovery, turning over my phone, and attending a trial if necessary. I have had numerous  
23 phone and in person conversations and meetings with my attorneys.

24 13. Overall, I estimate that I have spent at least 30 hours on this case, including travel to  
25 and from my attorneys' offices, searching for documents and my old phone, contacting my  
26 phone carrier to try to get old phone records, and reviewing and responding to discovery. I  
27 also discussed the various settlement proposals, and the terms and some of the details of the  
28

1 claims, notice, approval, and distribution process.

2 14. I am aware of the general terms of the settlement, and I believe the terms to be fair and  
3 reasonable. I understand that the service award of \$5,000.00, which we are asking the Court  
4 to approve, is not a condition of my approval of the settlement. I am happy that I was able to  
5 help so many people.

6 I declare under penalty of perjury under the laws of the State of California and of the  
7 United States that I have read this Declaration, and that it is true and correct to the best of my  
8 knowledge.

9 Dated: September 7, 2018

/s/ Winifred Cabiness  
Winifred Cabiness

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11 **LOCAL RULE 5-1(i)(3) STATEMENT**

12 Pursuant to Local Rule 5-1(i)(3), I hereby attest that in concurrence to the filing of this  
13 document permission was obtained from the signatory, and that I will maintain records to  
14 support this concurrence by the signatory subject to this declaration as required under the local  
15 rules.

16 Dated: September 7, 2018

KEMNITZER, BARRON & KRIEG, LLP

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18 /s/ Elliot Conn  
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