UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

JUMAPILI IKUSEGHAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MULTICARE HEALTH SYSTEM, a Washington nonprofit corporation,

Defendant.

CASE NO. C14-5539 BHS

ORDER GRANTING PLAINTIFF'S MOTION FOR CLASS CERTIFICATION

This matter comes before the Court on Plaintiff Jumapili Ikuseghan's ("Ikuseghan") motion for class certification (Dkt. 29). The Court has considered the pleadings filed in support of and in opposition to the motion and the remainder of the file and hereby grants the motion and modifies the proposed class definition for the reasons stated herein.

I. PROCEDURAL HISTORY

On July 7, 2014, Ikuseghan filed a class action complaint against Defendant MultiCare Health System ("MultiCare"). Dkt. 1 ("Comp."). Ikuseghan alleges that MultiCare (1) violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, and (2) invaded her privacy by intrusion under Washington law. *Id.* ¶¶ 33–43.

On May 21, 2015, Ikuseghan moved to certify a class under the TCPA. Dkt. 29. On June 8, 2015, MultiCare responded. Dkt. 35. On June 12, 2015, Ikuseghan replied. Dkt. 37.

II. FACTUAL BACKGROUND

MultiCare operates hospitals and health clinics in Washington. Comp. ¶ 7. In 2008, MultiCare contracted with Hunter Donaldson, a California company, to identify payment sources for patients who received treatment at MultiCare's facilities. Dkt. 34, Declaration of Chase Alvord ("Alvord Dec."), Ex. A ("Perisho Dep.") 8:22–24, 26:21–27:12; Dkt. 36, Declaration of Mike Madden ("Madden Dec."), Ex. 1 at 20.

Hunter Donaldson obtained patient telephone numbers from MultiCare's medical records. Perisho Dep. 71:18–24; Alvord Dec., Ex. D ("Hilen Dep.") 13:11–14:17. Hunter Donaldson then used automated dialing systems to call these numbers. Perisho Dep. 34:21–35:1, 38:22–39:23, 41:5–46:12. Hunter Donaldson made 55,091 phone calls to 3,041 unique cell phone numbers. Dkt. 31, Declaration of Anya Verkhovskaya ("Verkhovskaya Dec.") ¶¶ 13, 15.

In June 2013, Ikuseghan received treatment at a MultiCare hospital in Tacoma, Washington. Dkt. 30, Declaration of Jumapili Ikuseghan ("Ikuseghan Dec.") ¶ 2. MultiCare asks its patients to sign a Financial Agreement. This agreement provides that MultiCare may use and release a patient's protected health information, including telephone numbers, in order for MultiCare to get paid for the patient's treatment. Madden Dec., Ex. 2 at 52. MultiCare also asks its patients to sign a Conditions of Treatment form. This form provides that "MultiCare may release only information

needed by any person, health care provider, corporation, or program to decide what [the patient's] benefits are and pay for services given to [the patient]." *Id.* at 53. Ikuseghan signed these forms when she received treatment at MultiCare in April 2013, but does not recall signing them in June 2013. Dkt. 40, Second Declaration of Jumapili Ikuseghan ("Ikuseghan Dec. II"), Ex. 1 ("Ikuseghan Dep.") 23:23–28:23. Although she does not recall signing these forms in June 2013, Ikuseghan does not deny signing them. Ikuseghan Dec. II ¶ 2.

Following her treatment at MultiCare, Ikuseghan received at least seven automated calls to her cell phone from Hunter Donaldson regarding payment options for her medical treatment at MultiCare. Ikuseghan Dec. ¶¶ 3–4.

III. DISCUSSION

Ikuseghan seeks to certify a nationwide class under the TCPA. Dkt. 29. MultiCare opposes the motion, arguing that Ikuseghan lacks Article III standing and has not satisfied the requirements for class certification under Federal Rule of Civil Procedure 23. Dkt. 35. The Court will address standing first and then turn to class certification.

A. Article III Standing

MultiCare first argues that Ikuseghan lacks Article III standing to bring this suit. Dkt. 35 at 11. "Article III of the Constitution limits the judicial power of the United States to the resolution of 'Cases' and 'Controversies,' and 'Article III standing . . . enforces the Constitution's case-or-controversy requirement.'" *Hein v. Freedom From Religion Foundation, Inc.*, 551 U.S. 587, 597–98 (2007) (quoting

DaimlerChrysler Corp. v. Cuno, 547 U.S. 332, 342 (2006)). Ikuseghan bears the burden of establishing that she has Article III standing prior to class certification. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 978 (9th Cir. 2011). To establish Article III standing, Ikuseghan must show that: (1) she suffered an injury in fact; (2) the injury is fairly traceable to the challenged conduct; and (3) the injury is likely to be redressed by a favorable decision. *Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc.*, 528 U.S. 167, 180–81 (2000).

MultiCare only challenges the first standing requirement—injury in fact. Dkt. 35 at 11. An injury in fact results from the "invasion of a legally protected interest" that is "concrete and particularized" and "actual or imminent, not 'conjectural' or 'hypothetical.'" *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992) (internal citations omitted). Here, Ikuseghan alleges that she suffered an economic injury because Hunter Donaldson's calls on behalf of MultiCare were charged against the cell phone minutes she purchased. Ikuseghan Dec. II ¶ 3; *see also* Madden Dec., Ex. 5. Economic injury is a sufficient basis for Article III standing. *Sierra Club v. Morton*, 405 U.S. 727, 733–34 (1972); *San Diego Cty. Gun Rights Comm. v. Reno*, 98 F.3d 1121, 1130 (9th Cir. 1996).

In addition to economic injury, Ikuseghan alleges that MultiCare violated her statutory rights under the TCPA. Dkt. 37 at 7–8. "The injury required by Article III can exist solely by virtue of 'statutes creating legal rights, the invasion of which creates standing.'" *Fulfillment Servs. Inc. v. United Parcel Serv., Inc.*, 528 F.3d 614, 618–19 (9th Cir. 2008) (quoting *Warth v. Seldin*, 422 U.S. 490, 500 (1975)). "Essentially, the

standing question in such cases is whether the constitutional or statutory provision on which the claim rests properly can be understood as granting persons in the plaintiff's position a right to judicial relief." *Warth*, 422 U.S. at 500.

Congress enacted the TCPA to protect individuals from receiving unwanted and privacy-invading phone calls. *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012). The TCPA provides a private right of action for individuals who receive unsolicited, automated calls to their cell phones. 47 U.S.C. § 227(b)(3). Ikuseghan alleges that Hunter Donaldson made multiple automated calls to her cell phone on behalf of MultiCare without her prior consent. Comp. ¶¶ 17–19, 33–39. She further alleges that these calls invaded her privacy. *Id.* ¶¶ 42–43. Other district courts in this circuit have recognized that a violation of the TCPA may serve as a concrete injury for Article III standing. *See Meyer v. Bebe Stores, Inc.*, No. 14-cv-00267, 2015 WL 431148, at *1–2 (N.D. Cal. Feb. 2, 2015); *Olney v. Job.com, Inc.*, No. 1:12-cv-01724, 2013 WL 5476813, at *5–6 (E.D. Cal. Sept. 30, 2013); *Smith v. Microsoft Corp.*, No. 11-cv-1958, 2012 WL 2975712, at *3–6 (S.D. Cal. July 20, 2012). For these reasons, the Court concludes that Ikuseghan has demonstrated injury in fact for the purposes of Article III standing.

B. Class Certification

1. Legal Standard

"Class certification is governed by Federal Rule of Civil Procedure 23." *Wal-Mart Stores, Inc. v. Dukes*, __U.S.__, 131 S. Ct. 2541, 2548 (2011). "As the party seeking class certification, [Ikuseghan] bears the burden of demonstrating that she has met each of the four requirements of Rule 23(a) and at least one of the requirements of

Rule 23(b)." *Zinser v. Accufix Research Inst., Inc.*, 253 F.3d 1180, 1186 (9th Cir. 2001), *amended by* 273 F.3d 1266 (9th Cir. 2001). In addition to the Rule 23 requirements, Ikuseghan must show that the proposed class members are ascertainable. *See Smith v. Microsoft Corp.*, 297 F.R.D. 464, 467 (S.D. Cal. 2014); *Agne v. Papa John's Intern., Inc.*, 286 F.R.D. 559, 566 (W.D. Wash. 2012); *Xaxier v. Philip Morris USA, Inc.*, 787 F. Supp. 2d 1075, 1089 (N.D. Cal. 2011).

"Rule 23 does not set forth a mere pleading standard." *Dukes*, 131 S. Ct. at 2551. Rather, "[a] party seeking class certification must affirmatively demonstrate his compliance with the Rule . . . ." *Id.* Before certifying a class, the Court must conduct a "rigorous analysis" to determine whether Ikuseghan has met the prerequisites of Rule 23. *Zinser*, 253 F.3d at 1186. "While the trial court has broad discretion to certify a class, its discretion must be exercised within the framework of Rule 23." *Id.*

2. Proposed TCPA Class

The TCPA makes it unlawful "to make any call (other than a call . . . made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice . . . to any telephone number assigned to a . . . cellular telephone service . . . ." 47 U.S.C. § 227(b)(1)(A). Courts are authorized to award either actual damages or statutory damages of $500 per violation. *Id.* § 227(b)(3). In cases of willful or knowing violations, courts may award treble damages. *Id.*

Ikuseghan seeks to certify the following class under the TCPA:

> All persons or entities to whose cellular telephone number Hunter Donaldson made a call on behalf of MultiCare through the use of an

> automatic telephone dialing system or an artificial or prerecorded voice at any time on or after July 7, 2010.[1]

Dkt. 29 at 9.

3. Ascertainability

Although there is no explicit ascertainability requirement in Rule 23, district courts in this circuit have routinely required the party seeking certification to demonstrate that the proposed class is ascertainable. *See, e.g.*, *Agne*, 286 F.R.D. at 566 ("[E]nsuring that the members of the class can be ascertained with reference to objective criteria is an implicit requirement for class certification." (internal quotation marks omitted)). Specifically, "[a] class definition should be 'precise, objective, and presently ascertainable.'" *Id.* (quoting *O'Connor v. Boeing N. Am., Inc.*, 184 F.R.D. 311, 319 (C.D. Cal. 1998)). "While the identity of each class member need not be known at the time of certification, the class definition must be definite enough so that it is administratively feasible for the court to ascertain whether an individual is a member." *Id.* (internal quotation marks omitted).

MultiCare contends that Ikuseghan's class cannot be reasonably ascertained because she has not proposed any method of tying the cell phone numbers to identifiable persons. Dkt. 35 at 12–16. Ikuseghan, however, has demonstrated that class members can be readily identified through objective criteria. Ikuseghan intends to rely on MultiCare's patient accounts, Hunter Donaldson's call records, and reverse directory look

[1] Excluded from the class are MultiCare, the officers and directors of MultiCare, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which MultiCare has or had a controlling interest. Dkt. 29-1 at 1.

ups to identify class members. Dkt. 37 at 10; Verkhovskaya Dec. ¶ 7; Dkt. 39, Second Declaration of Anya Verkhovskaya ¶¶ 8–14. The use of such objective criteria satisfies the ascertainability requirement. *See Booth v. Appstack, Inc.*, No. C13-1533, 2015 WL 1466247, at *4 (W.D. Wash. Mar. 30, 2015); *Agne*, 286 F.R.D. at 566.

MultiCare also argues that Ikuseghan's proposed class is not ascertainable because the class includes members who have suffered no injury and therefore lack standing to sue. Dkt. 35 at 16. According to MultiCare, Ikuseghan's class includes individuals who received calls lasting less than six seconds, which indicates that these calls were either aborted or not completed. *Id.* The Court recognizes the issue raised by MultiCare. This issue, however, was not fully briefed by the parties and the Court declines to rule on it in this order. MultiCare may bring a subsequent motion to amend the class definition. Fed. R. Civ. P. 23(c)(1)(C).

4. Rule 23(a) Requirements

Under Rule 23(a), a party seeking certification of a class must satisfy four requirements: (1) numerosity; (2) typicality; (3) commonality; and (4) adequacy of representation. *Parsons v. Ryan*, 754 F.3d 657, 674 (9th Cir. 2014). The Court will address each requirement in turn.

a. Numerosity

Numerosity is satisfied where "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "Numerosity is presumed where the plaintiff class contains forty or more members." *In re Wash. Mut. Mortg.-Backed*

Sec. Litig., 276 F.R.D. 658, 665 (W.D. Wash. 2011) (quoting *In re Cooper Cos. Inc. Sec. Litig.*, 254 F.R.D. 628, 634 (C.D. Cal. 2009)).

Here, Ikuseghan has presented evidence that her proposed class consists of 3,041 members. Verkhovskaya Dec. ¶ 15. MultiCare does not dispute that Ikuseghan's proposed class is sufficiently numerous. *See* Dkt. 35. Because the proposed class contains well over forty members and joinder would be impracticable, the Court finds that the numerosity requirement is satisfied. *See In re Wash.*, 276 F.R.D. at 665.

b. Typicality

Typicality requires that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). "The purpose of the typicality requirement is to assure that the interest of the named representative aligns with the interests of the class." *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). To satisfy typicality, Ikuseghan must show that "each class member's claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant's liability." *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2009). When evaluating typicality, courts consider "whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct." *Hanon*, 976 F.2d at 508 (internal quotation marks omitted).

Here, Ikuseghan's claims arise from Hunter Donaldson's automated calls to her cell phone after she received medical treatment at a MultiCare facility. Ikuseghan has presented evidence showing that Hunter Donaldson's calls were not unique to her and

that the putative class members received the same type of automated calls from Hunter Donaldson. *See, e.g.*, Perisho Dep. 34:21–35:1, 38:22–39:23, 41:5–46:12, 71:18–22; Hilen Dep. 13:11–17.

MultiCare argues that individualized issues of consent preclude a finding of typicality. Dkt. 35 at 17. According to MultiCare, Ikuseghan's claims are not typical of the class because Ikuseghan's class includes both MultiCare patients and non-patients, and some patients gave prior express consent to be called. *Id.* To support its argument, MultiCare points to its Consent to Treatment and Financial Agreement forms—which authorize the limited use of a patient's health information, including telephone numbers—as well as Ikuseghan's deposition testimony. *Id.* Ikuseghan testified that she signed these forms in April 2013, but does not remember signing them in June 2013. Ikuseghan Dep. 23:23–28:23. Although she does not recall signing these forms in June 2013, Ikuseghan does not deny signing them. Ikuseghan Dec. II ¶ 2.

In response, Ikuseghan argues that whether MultiCare's standardized forms constitute prior express consent is an issue subject to class-wide resolution. Dkt. 37 at 12–13. In making this argument, Ikuseghan relies on a Florida case in which the court determined that "[w]hether the provision of a phone number on [hospital] admissions paperwork equates to express consent is a common question to all class members, because all class members filled out paperwork at the time of treatment." *Manno v. Healthcare Revenue Recovery Grp., LLC*, 289 F.R.D. 674, 686 (S.D. Fla. 2013).

Ikuseghan's class definition, however, includes patients who signed MultiCare's standardized forms, patients who did not sign the forms, and non-patients. While the

resolution of the consent issue will likely apply to most class members, it will not necessarily apply to all class members. This issue also highlights that Ikuseghan's claims arise from a different course of events than some of the class members she seeks to represent because she signed MultiCare's standardized forms before receiving calls from Hunter Donaldson.

The Court therefore exercises its discretion to modify Ikuseghan's class definition. *See Armstrong v. Davis*, 275 F.3d 849, 872 (9th Cir. 2001) ("Where appropriate, the district court may redefine the class."). The Court modifies the class definition to apply to persons "who received medical treatment at a MultiCare facility" and "who signed MultiCare's Financial Agreement and Conditions of Treatment forms." In light of this modification,[2] whether MultiCare's standardized forms constitute prior express consent is an issue subject to class-wide resolution and is not a unique defense "which threaten[s] to become the focus of the litigation." *Hanon*, 976 F.2d at 508. MultiCare's typicality challenge based on consent therefore fails, and the Court finds that the typicality requirement is satisfied.

c. Commonality

Commonality requires "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). To satisfy commonality, Ikuseghan's claims must "depend upon a common contention such that determination of its truth or falsity will resolve an issue that is central to the validity of each claim in one stroke." *Abdullah v. U.S. Sec. Assocs., Inc.*,

[2] This modification does not alter the Court's numerosity finding, because MultiCare patients constitute the majority of Ikuseghan's proposed class.

731 F.3d 952, 957 (9th Cir. 2013) (internal quotation marks omitted). Put another way, "what matters to class certification . . . is not the raising of common 'questions'—even in droves—but, rather the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Dukes*, 131 S. Ct. at 2551. "Dissimilarities within the proposed class are what have the potential to impede the generation of common answers." *Id.*

Ikuseghan's TCPA claims are predicated on a common course of conduct: Hunter Donaldson used automated dialing systems to call cell phone numbers on behalf of MultiCare. Comp. ¶¶ 33–39. The core issues to be resolved in this case are: (1) whether Hunter Donaldson used automatic dialing equipment to call cell phones; (2) whether MultiCare's standardized patient forms constitute prior express consent; and (3) whether MultiCare is vicariously liable for Hunter Donaldson's calls. These issues are common to all putative class members, central to the validity of their claims, and can be resolved "in one stroke." *See Booth*, 2015 WL 1466247, at *8; *Whitaker v. Bennet Law PLLC*, No. 13-cv-3145, 2014 WL 5454398, at *5 (S.D. Cal. Oct. 24, 2014); *Agne*, 286 F.RD. at 568. MultiCare does not challenge commonality. *See* Dkt. 35. The Court concludes that the commonality requirement is satisfied.

d. Adequacy

As the named plaintiff, Ikuseghan must "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "To determine whether named plaintiffs will adequately represent a class, courts must resolve two questions: (1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and

(2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Ellis*, 657 F.3d at 985 (internal quotation marks and citations omitted).

MultiCare does not contest the adequacy of representation in this case. The Court is not aware of any conflicts of interest between Ikuseghan and the putative class members. Moreover, Ikuseghan's counsel—Tousley Brain Stephens PLLC ("Tousley Brain Stephens")—has been appointed as class counsel in other class action lawsuits, including a previous TCPA case. Dkt. 32, Declaration of Kim Stephens ¶¶ 2–4. For these reasons, the Court finds that Ikuseghan has satisfied the adequacy requirement.

5. Rule 23(b) Requirements

In addition to the four requirements of Rule 23(a), a party seeking class certification must also satisfy at least one of three categories of Rule 23(b). *Zinser*, 253 F.3d at 1186. Here, Ikuseghan seeks certification under Rule 23(b)(3). Dkt. 29. A class action may be maintained under Rule 23(b)(3) if "questions of law or fact common to class members predominate over any questions affecting only individual members," and if "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Accordingly, Ikuseghan must establish both predominance of common issues and superiority of the class action.

a. Predominance

"The predominance inquiry focuses on the relationship between the common and individual issues and tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Vinole v. Countrywide Home Loans*, 571 F.3d 935, 944 (9th Cir. 2009) (internal quotation marks omitted). Although related to Rule 23(a)'s

commonality requirement, the predominance inquiry is "far more demanding." *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 624 (1997). "[A] central concern of the Rule 23(b)(3) predominance test is whether 'adjudication of common issues will help achieve judicial economy.'" *Vinole*, 571 F.3d at 944 (quoting *Zinser*, 253 F.3d at 1189).

MultiCare again argues that individualized issues of consent predominate. Dkt. 35 at 18. As discussed above, the issue of whether MultiCare's standardized forms constitute express consent can be resolved on a class-wide basis because of the narrower class definition. MultiCare nevertheless argues that some class members may allege a lack of consent "under the theory that the consent of a spouse or other individual who accompanied them to the hospital and signed the paperwork does not transfer." Dkt. 35 at 18. This argument is entirely speculative and thus insufficient to defeat class certification. *See Agne*, 286 F.R.D. at 567.

On the current record, the Court finds that common issues predominate. In light of the modified class definition, Ikuseghan and the putative class members all signed MultiCare's standardized forms and all received automated calls to their cell phones from Hunter Donaldson. Ikuseghan and the class members will either prevail or lose together on their TCPA claims. Thus, the proposed class is sufficiently cohesive to warrant adjudication by representation. *Vinole*, 571 F.3d at 944.

b. Superiority

The superiority inquiry "requires determination of whether the objectives of the particular class action procedure will be achieved in the particular case." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1023 (9th Cir. 1998). "In determining superiority, courts

must consider the four factors of Rule 23(b)(3)." *Zinser*, 253 F.3d at 1190. These factors include: (1) the class members' interests in individually controlling the prosecution or defense of separate actions; (2) the extent and nature of any litigation concerning the controversy already begun by or against class members; (3) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (4) the likely difficulties in managing a class action. Fed. R. Civ. P. 23(b)(3).

In considering the Rule 23(b)(3) factors, the Court finds that the first factor weighs in favor of superiority. "Where damages suffered by each putative class member are not large, [the first] factor weighs in favor of certifying a class action." *Zinser*, 253 F.3d at 1190. Statutory damages under the TCPA are limited to $500 per phone call. 47 U.S.C. § 227(b)(3). Because individual damages are small, it is unlikely that class members would litigate TCPA claims on their own. *See Agne*, 286 F.R.D. at 571 ("Five hundred dollars is not sufficient to compensate the average consumer for the time and effort that would be involved in bringing a small claims action . . . ."); *see also Booth*, 2015 WL 1466247, at *13; *Kavu*, 246 F.R.D. at 650.

The second factor also weighs in favor of superiority. Neither party has identified any other TCPA suit arising from Hunter Donaldson's phone calls on behalf of MultiCare. As to the third factor, the majority of class members will be located in this particular forum because MultiCare's facilities are located in Washington. Comp. ¶ 7. Finally, it appears that this case is manageable as a class action. As discussed above, the class members' claims can be resolved by common evidence, as can the issue of consent. If the issues in this case prove unmanageable, the Court "retains the flexibility to address

problems with a certified class as they arise, including the ability to decertify." *United Steel, Paper & Forestry, Rubber, Mfg. Energy, Allied Indus. & Serv. Workers Int'l Union v. ConocoPhillips Co.*, 593 F.3d 802, 807 (9th Cir. 2010). In sum, the Court finds that the superiority requirement is satisfied.

6. Certification

For the foregoing reasons, the Court concludes that Ikuseghan has satisfied Rule 23's requirements and provided a class definition that is ascertainable. The Court grants Ikuseghan's motion and certifies her TCPA class as modified herein.

7. Class Counsel

"[A] court that certifies a class must appoint class counsel." Fed. R. Civ. P. 23(g)(1). In appointing class counsel, the Court must consider: (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A).

Ikuseghan seeks to appoint Tousley Brain Stephens as class counsel. Dkt. 29-1 at 2. MultiCare does not oppose the appointment. *See* Dkt. 35. Upon review, the Court is satisfied that Tousley Brain Stephens meets the criteria of Rule 23(g) and should serve as class counsel.

IV. ORDER

Therefore, it is hereby **ORDERED** that Ikuseghan's motion for class certification (Dkt. 29) is **GRANTED.** The Court certifies a TCPA class as follows:

> All persons who received medical treatment at a MultiCare facility, who signed MultiCare's Financial Agreement and Conditions of Treatment forms, and to whose cellular telephone number Hunter Donaldson made a call on behalf of MultiCare through the use of an automatic telephone dialing system or an artificial or prerecorded voice at any time on or after July 7, 2010.

The Court appoints Tousley Brain Stephens PLLC as class counsel.

Dated this 29th day of July, 2015.

BENJAMIN H. SETTLE
United States District Judge