

THE HONORABLE DAVID G. ESTUDILLO

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

AARON WILLIAMS, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

PILLPACK LLC,

Defendant.

Case No. 3:19-cv-05282-DGE

**PLAINTIFF’S MOTION FOR FINAL  
APPROVAL OF SETTLEMENT**

**NOTED FOR CONSIDERATION WITH  
ARGUMENT:**

APRIL 18, 2025 AT 9:00 A.M.

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I. INTRODUCTION

Plaintiff Aaron Williams moves for final approval of a proposed class settlement with Defendant PillPack LLC. The settlement requires PillPack to pay \$6,500,000 to establish a non-reversionary Settlement Fund.<sup>1</sup> The fund will be used to make payments to Class Members who submit valid claims and to pay Court-approved administration costs, attorneys' fees and costs, and a service award to the Class Representative.

The Settlement Administrator has executed the Notice program approved by the Court and it has been remarkably successful. There have been 18,246 claims filed to date, a claims rate of over 60%. The Settlement Administrator has validated 10,768 of those claims, which represents a valid claims rate of 35.57%. There are an additional 122 claims that were submitted late but are otherwise valid. Class Counsel recommends that the Court approve the otherwise valid late submitted claims. The Settlement Administrator sent deficiency letters to 7,356 claimants whose timely claims have some deficiency. Williams will provide a more complete report on the notice program and responses to the deficiency letters in a supplemental submission on April 4. If only the already validated and late but otherwise valid claims submitted to date were accepted, each claimant will receive a payment of approximately \$355. If all the deficient claims were cured and validated, each claimant would receive approximately \$212. If 30% of the deficiencies are cured, each claimant would receive approximately \$295. No class members opted out of the settlement and no class members objected to the settlement.

The settlement is an excellent result for Class Members, and consideration of the applicable factors confirms that it is fair, adequate, and reasonable. Williams requests that the Court grant final approval of the Settlement by: (1) approving the Settlement Agreement; (2) determining that adequate notice was provided to the Settlement Class; (3) granting Class

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<sup>1</sup> Unless otherwise noted, all capitalized terms have the definitions set forth in the Settlement Agreement and Release attached as Exhibit 1 to the Declaration of Blythe H. Chandler filed in support of this motion ("Chandler Decl.").

1 Counsel \$2,166,450 in attorneys' fees and \$338,016 in costs; (4) approving a \$20,000 service  
2 payment to Williams; and (5) approving administration costs of \$100,914.

3 **II. BACKGROUND**

4 The procedural history of this case, which has been litigated for more than five years, is  
5 detailed in the Court's order on preliminary approval (Dkt. No. 342), Plaintiff's motion for  
6 preliminary approval (Dkt. No. 340), and Plaintiff's motion for an award of attorneys' fees and  
7 costs (Dkt. No. 348 at 1-3). In short, before the parties settled, both sides aggressively litigated  
8 the case, including producing and reviewing tens of thousands of pages of documents, taking  
9 fifteen depositions, expert work, and multiple rounds of briefing on summary judgment, class  
10 certification, and discovery issues.

11 The Settlement Class is defined the same way as the class the Court certified for  
12 litigation:

13 All persons or entities within the United States who between March 13, 2018, and  
14 June 16, 2019, received a non-emergency telephone call promoting goods and  
15 services on behalf of PillPack LLC as part of the PillPack Performance Media  
16 Campaign: (i) to a cellular telephone number through the use of an artificial or  
17 prerecorded voice; and (ii) Performance Media or its agents live transferred the  
18 call to a PillPack call center on the DNIS 866-298-0058; and (iii) Performance Media  
19 or its agents did not obtain the cellular telephone number through  
20 Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com,  
21 instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com,  
22 sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com between  
23 June 19, 2017, and May 3, 2019, before the date(s) of the call(s).

24 The Settlement Class does not include Defendant, any entity that has a controlling  
25 interest in Defendant, and Defendant's current or former directors, officers,  
26 counsel, and their immediate families. The Settlement Class also does not include  
27 any person who validly requests exclusion from the Settlement Class, or Melvin  
Tyson, who validly requested exclusion from the certified class.

Dkt. No. 320.

1 **A. After preliminary approval, the Settlement Administrator fully implemented the**  
2 **notice plan.**

3 The Court granted Williams' motion for preliminary approval of the Settlement on  
4 September 17, 2024. Dkt. No. 342. The Settlement Administrator then executed the robust  
5 notice to the class members, including an initial notice and two reminder notices, provided for  
6 in the Settlement Agreement. Settlement Agreement ¶ 3.3. The Settlement Administrator's  
7 declaration on the notice program, including the reach of the notice, is due on March 27, 2025.  
8 Dkt. No. 345 at 5. Class Counsel will supplement this submission with additional detail about  
9 the notice program and its effectiveness based on that declaration, on April 4, 2025. Dkt. No.  
10 354 at 4.

11 The settlement website went live by November 21, 2024. Chandler Decl. ¶ 3. On  
12 November 21, 2024, the administrator mailed 29,385 postcard notices with tear-off claim forms  
13 and sent 14,833 email notices. *Id.* ¶ 4. A month later, the Settlement Administrator sent 41,592  
14 reminder postcard notices and 10,249 reminder email notices. Chandler Decl. ¶ 5. Two weeks  
15 after that, the Settlement Administrator sent 38,503 second reminder postcard notices and  
16 9,291 second reminder email notices. *Id.* ¶ 6. The Settlement Administrator also ran an online  
17 banner advertising program. *Id.* ¶ 7. Settlement Class Members had until January 20, 2025, to  
18 submit claims, opt-out, or object to the settlement. No Settlement Class Members opted out or  
19 objected. *Id.* ¶ 8.

20 **B. The claims rate is unusually high for a consumer class action.**

21 By the time of this filing, the Settlement Administrator had received 18,246 claims.  
22 Chandler Decl. ¶ 9. The Settlement Administrator has validated 10,768 of those claims, which  
23 represents a minimum valid claims rate of 35.57%. *Id.* ¶ 10. There are an additional 122 claims  
24 that were submitted late but are otherwise valid. *Id.* ¶ 11. The Settlement Administrator sent  
25 deficiency letters to 7,356 claimants whose timely claims have some deficiency. *Id.* ¶ 12.  
26 Williams' supplemental submission on April 4, *see* Dkt. No. 354 at 4, will provide more detail on  
27 responses to the deficiency letters.



1 If only the already validated and late but otherwise valid claims submitted to date were  
 2 accepted, each claimant will receive a payment of approximately \$355. *Id.* ¶ 13. If all the  
 3 deficient claims were cured and validated, each claimant would receive approximately \$212. *Id.*  
 4 ¶ 14. If 30% of the deficient claims are cured, each claimant would receive approximately \$295  
 5 and the valid claims rate would be over 43%. *Id.*

6 **C. Other key settlement terms.**

7 Under the Settlement Agreement, PillPack agrees to pay \$6.5 million into a non-  
 8 reversionary Settlement Fund.<sup>2</sup> Dkt. No. 341-1 (Settlement Agreement) ¶ 1.21. The Settlement  
 9 Fund will be used to pay any attorneys' fees and costs, service award to Williams, and  
 10 settlement administration costs approved by the Court. The balance of the Settlement Fund  
 11 after those deductions are made will be paid to Settlement Class Members who submit valid  
 12 claims. Settlement Agreement ¶ 1.21.

13 1. Claimant Awards

14 To receive a payment from the Settlement Fund, class members had to submit a Claim  
 15 Form either electronically through the Settlement Website or by mail. Settlement Agreement  
 16 ¶ 4.4. If attorneys' fees, costs, a service award, and administration costs are approved as  
 17 requested, the net fund available to pay claimants will be approximately \$3,874,000. There are  
 18 30,269 telephone numbers on the class list. The Net Settlement Fund is sufficient to pay every  
 19 class member an award of \$127.

20 Based on the number of valid claims submitted and the number of deficient claims that  
 21 may be cured, payments to Eligible Claimants will range between \$212 and \$355. This is an  
 22 outstanding result. Any unclaimed funds resulting from uncashed Claimant Awards will be paid  
 23 in cy pres to the Legal Foundation of Washington. Settlement Agreement ¶ 4.8.

24  
 25  
 26  
 27 <sup>2</sup> Capitalized terms in this motion have the same meaning as in the Settlement Agreement.

1           2.     Administration Costs

2           Costs of administering the settlement, including the costs of sending notice, receiving  
3 and processing claims, and maintaining a settlement website, will be paid from the Settlement  
4 Fund. Settlement Agreement ¶ 1.21. The Settlement Administrator costs are \$100,914.

5           3.     Attorneys' Fees, Costs, and Service Award

6           Class Counsel request an attorneys' fee award of \$2,166,450, which is one third  
7 (33.33%) of the Settlement Fund. Dkt. No. 348. Class Counsel request reimbursement of  
8 \$338,016 in litigation costs. Class Counsel's fee request is less than their lodestar fees for their  
9 work on the case over five years. *Id.* Williams has requested a service award of \$20,000. *Id.*

10          The requested fee award, costs, and service awards were included on the Notice sent to  
11 class members. Class Counsel filed their motion seeking these amounts on November 21, 2024,  
12 well over 30 days before the January 20, 2025, deadline for Settlement Class members to opt  
13 out of or object to the Settlement. *Id.* Class Counsel's motion was posted to the settlement  
14 website the day after it was filed. Chandler Decl. ¶ 3.

15          Neither PillPack nor any absent class member objected to Class Counsel's requested  
16 attorneys' fee and cost award or to Williams' requested service award. Chandler Decl. ¶ 8.

17           4.     Release

18          The scope of the release is appropriately tailored to all claims arising out of the factual  
19 predicate alleged in the complaint. The Released Claims are "any and all claims, rights (including  
20 rights to restitution or reimbursement), demands, actions, causes of action, suits, liens,  
21 damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or  
22 losses of any nature, whether known or unknown, direct or indirect, matured or unmatured,  
23 contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and  
24 whether under federal statutory law, federal common law or federal regulation, or the statutes,  
25 constitutions, regulations, ordinances, common law, or any other law of any and all states or  
26 their subdivisions, parishes or municipalities that arise out of or relate in any way to  
27 prerecorded voice message calls placed as part of the PillPack Performance Media campaign

1 (collectively, "Claims"), that have been, or could have been, brought in the Action, as well as  
2 any Claims arising out of the same nucleus of operative facts as any of the claims asserted in  
3 the Action." Settlement Agreement ¶ 1.13.

### 4 III. ARGUMENT

5 Settlements are favored, particularly in the class action context. *In re Syncor ERISA Litig.*,  
6 516 F.3d 1095, 1101 (9th Cir. 2008) ("[T]here is a strong judicial policy that favors settlements,  
7 particularly where complex class action litigation is concerned."). Courts recognize that a  
8 settlement approval hearing should not "reach any ultimate conclusions on the contested  
9 issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of  
10 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual  
11 settlements." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009).

12 Proposed class action settlements are not effective unless approved by the Court. Fed.  
13 R. Civ. P. 23(e). In approving a class action settlement, Rule 23 requires courts consider  
14 whether: (A) the class representatives and class counsel have adequately represented the class;  
15 (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is  
16 adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the  
17 effectiveness of any proposed method of distributing relief to the class, including the method of  
18 processing class-member claims; (iii) the terms of any proposed award of attorney's fees,  
19 including timing of payment; and (iv) any agreement required to be identified under Rule  
20 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ.  
21 P. 23(e)(2).

22 The Rule 23(e) factors are similar to those previously identified by the Ninth Circuit: (1)  
23 the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of  
24 further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the  
25 amount offered in settlement; (5) the extent of discovery completed and the stage of the  
26 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental  
27 participant; and (8) the reaction of the class members of the proposed settlement. *In re*

1 *Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill Village,*  
2 *L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

3 Despite this “lengthy but non-exhaustive list of factors that a district court may consider  
4 when weighing a proposed settlement,” “there are few, if any hard-and-fast rules about what  
5 makes a settlement ‘fair’ or ‘reasonable.’” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs.,*  
6 *& Prod. Liab. Litig.*, 895 F. 3d 597, 610 (9th Cir. 2018). “The district court’s task in reviewing  
7 a settlement is to make sure it is ‘not the product of fraud or overreaching by, or collusion  
8 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable  
9 and adequate to all concerned.’” *Id.* at 617 (quoting *Officers for Justice v. Civil Service Comm’n*  
10 *of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982)). “Deciding whether  
11 a settlement is fair is ultimately ‘an amalgam of delicate balancing, gross approximations and  
12 rough justice,’ best left to the district judge, who has or can develop a firsthand grasp of the  
13 claims, the class, the evidence, and the course of the proceedings—the whole gestalt of the  
14 case. Accordingly, ‘the decision to approve or reject a settlement is committed to the sound  
15 discretion of the trial judge.’” *Id.* at 611 (citations omitted). Consideration of the relevant  
16 factors and “the whole gestalt of the case” confirms that the settlement is fair, reasonable, and  
17 adequate.

18 **A. Williams and Class Counsel have adequately represented the Class.**

19 Rule 23(e)(2)(A) requires the Court to consider whether the plaintiff and Class Counsel  
20 have adequately represented the Class. Williams and his counsel have doggedly pursued this  
21 case for more than five years, through class certification, decertification, certification of a  
22 second class, and two defense motions for summary judgment. Williams and Class Counsel had  
23 completed discovery, including expert discovery, before the case settled, and therefore had a  
24 clear understanding of the strengths and weaknesses of the case when the Parties settled.

25 Moreover, the Court has already found both Williams and Class Counsel adequate to  
26 represent the certified class. Dkt. No. 259 at 17-19.

27

1 **B. The Settlement was negotiated at arm’s length.**

2 Rule 23(e)(2)(B) requires the court to consider whether the settlement was negotiated  
 3 at arm’s length. “Arm’s length negotiations conducted by competent counsel constitute *prima*  
 4 *facie* evidence of fair settlements.” *Ikuseghan v. Multicare Health Sys.*, No. 3:14-cv-05539-BHS,  
 5 2016 WL 3976569, \*3 (W.D. Wash. July 25, 2016); *see also Randall v. Integrated Comm. Serv.,*  
 6 *Inc.*, 2023 WL 5743133 at \*4 (W.D. Wash. Sept. 6, 2023) (“A proposed class settlement is  
 7 presumptively fair when reached after meaningful discovery, arm’s length negotiation, and  
 8 conducted by capable, experienced counsel. The involvement of an experienced mediator also  
 9 supports a finding of fairness.”); *Ortiz v. Fiberboard Corp.*, 527 U.S. 815, 852 (1999) (“[O]ne may  
 10 take a settlement amount as good evidence of the maximum available if one can assume that  
 11 parties of equal knowledge and negotiating skill agreed upon the figure through arms-length  
 12 bargaining.”). The parties negotiated at arm’s length in a full-day mediation and follow-up  
 13 communications with Robert Meyer, an experienced mediator. Dkt. No. 341 ¶ 14.

14 **C. The Settlement is an excellent outcome for the Class.**

15 The Settlement Fund of \$6,500,000 is an excellent result for the Class. Once settlement  
 16 expenses, a service award, and attorneys’ fees and costs are paid, the remainder of the  
 17 Settlement Fund—approximately \$3,874,000—will be distributed to each Settlement Class  
 18 Member who submitted a valid claim form (“Eligible Claimant”). Class Counsel estimates that  
 19 each Eligible Claimant will receive between \$212 and \$350, depending on the number of  
 20 deficient claims that are ultimately corrected. Chandler Decl. ¶¶ 13-14.

21 The payment amounts Eligible Claimants will receive are significantly higher than in  
 22 numerous TCPA settlements. *See Abante Rooter and Plumbing, Inc., et al v. Alarm.com, Inc.*, No.  
 23 4:15-cv-06314-YGR, (N.D. Cal. Aug. 15, 2019) (claimants received \$235 per phone number at  
 24 which they received calls); *Steinfeld v. Discover Fin. Servs.*, No. C 12-01118, Dkt. No. 96 at ¶ 6  
 25 (N.D. Cal. Mar. 10, 2014) (claimants received \$46.98); *Adams v. AllianceOne Receivables Mgmt.,*  
 26 *Inc.*, No. 3:08-cv-00248-JAH-WVG, Dkt. No. 137 (S.D. Cal. Sept. 28, 2012) (claimants received  
 27 \$40); *Kramer v. Autobytel, Inc., et al.*, No. 10-cv-2722, Dkt. 148 (N.D. Cal. 2012) (approving TCPA

1 settlement providing for a cash payment of \$100 to each class member); *Estrada v. iYogi, Inc.*,  
2 2015 WL 5895942, at \*7 (E.D. Cal. Oct. 6, 2015) (granting preliminary approval to TCPA  
3 settlement where class members estimated to receive \$40); *Rose v. Bank of Am. Corp.*, 2014 WL  
4 4273358, at \*10 (N.D. Cal., 2014) (approving TCPA settlement where claimants were estimated  
5 to receive \$20 to \$40); *Desai v. ADT Sec. Servs., Inc.*, Case No. 1:11-cv-01925, Dkt. No. 229 (N.D.  
6 Ill. Feb. 14, 2013) (estimating payments between \$50 and \$100); *Rinky Dinky v. Elec. Merchant*  
7 *Sys.*, No. C13-1347-JCC, Dkt. No. 151 (W.D. Wash. Apr. 19, 2016) (\$97 payments); *In re Capital*  
8 *One Tel. Consumer Prot. Act Litig. (In re Capital One)*, 80 F. Supp. 3d 781, 787 (N.D. Ill. 2015)  
9 (approving settlement where each class member received \$34.60 per claimant).

10 The large per Eligible Claimant payment is particularly notable when considered with  
11 the unusually high claims rate in this case.

- 12 1. The relief provided by the Settlement is adequate taking into account the risks of  
13 continued litigation.

14 Williams is confident in the strength of his case but also pragmatic about the risks  
15 inherent in litigation and PillPack's various defenses. Williams believes the evidence discussed  
16 in his responses to PillPack's two motions for summary judgment (*see* Dkt. Nos. 130, 254)  
17 presents a strong case for PillPack's vicarious liability for the prerecorded calls placed by  
18 Performance Media or its agents. Williams believes that PillPack would not have prevailed on  
19 its prior express written consent defense because neither PillPack nor the third-parties it  
20 subpoenaed produced evidence that consumers agreed to receive calls from PillPack.

21 But success on these scores was certainly not guaranteed. Proving vicarious liability can  
22 be challenging in TCPA cases. *See Kristensen v. Credit Payment Servs. Inc.*, 879 F.3d 1010, 1014-  
23 15 (9th Cir. 2018) (affirming summary judgment where plaintiff failed to provide sufficient  
24 evidence of vicarious liability); *Jones v. Royal Admin. Servs., Inc.*, 887 F.3d 443, 453 (9th Cir.  
25 2018) (same). And PillPack intended to present evidence at trial of online opt-ins that it  
26 contends conferred sufficient consent for Performance Media or its agents to place calls on  
27 PillPack's behalf.

1 The certified class had additional hurdles to clear before any recovery. Williams and the  
2 class would not only have to prevail at trial, but also retain any favorable judgment through  
3 appeal. Litigating this case to trial and through any appeals would be expensive and time-  
4 consuming and would present risk to both parties. There are two recent examples of TCPA  
5 cases where a certified class prevailed at trial but the cases dragged on through lengthy  
6 appeals. *See Krakauer v. DISH Network*, 925 F.3d 643(4th Cir. 2019) (affirming judgment for  
7 Class); *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109 (9th Cir. 2022) (vacating judgment on due  
8 process grounds and remanding for further proceedings).

9 The high Claimant Award amounts compared to the risks faced supports approval under  
10 Rule 23(e)(2)(C)(i).

11 2. The Class Members' reaction to the Settlement has been extremely positive and  
12 the Settlement Fund will be effectively distributed to claimants.

13 The Notice of the Settlement approved by the Court has been extremely effective. The  
14 total number of claims received reflects a claims rate of 60%, and a minimum valid claims rate  
15 of over 35%. That is an unusually high rate of claims for a consumer class action. It  
16 demonstrates both that the notice was effective and that the Class Members support the  
17 Settlement.

18 Two recent studies of class settlements reflect that the at least 35% valid claims rate is  
19 high. In 2019, the Federal Trade Commission compiled a report on claims rates in consumer  
20 class actions based on data about more than 100 cases. FTC Staff Report, *Consumers and Class*  
21 *Actions: A Retrospective and Analysis of Settlement Campaigns* (Sept. 2019).<sup>3</sup> The report found  
22 that the median claims rate was 10% and that a claims rate of 34% put a case in the 90th  
23 percentile. *Id.* at 21; *see also* Scott Dodson et al., *Preliminary Report on Class-Action*  
24 *Distributions in the Northern District of California* at 8 (May 30, 2023)<sup>4</sup> (finding median  
25

26 <sup>3</sup> Available at [www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class\\_action\\_fairness\\_report\\_0.pdf](http://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf).

27 <sup>4</sup> Available at: [https://works.bepress.com/scott\\_dodson/79/](https://works.bepress.com/scott_dodson/79/).

1 participation rate in class settlements requiring claims is 12%). The total claims rate of 60%—  
2 and valid claims rate of at least 35%—is high and reflects Class Members enthusiastic support  
3 for the settlement.

4 The method of processing the claims has also been efficient and fair. Settlement Class  
5 Members could submit claims either online or using the tear-off claim form attached to their  
6 postcard notices. The claim form required only that the Settlement Class Member enter a  
7 cellular telephone number included in the call records for the case, and sign the form  
8 confirming that they owned the number at the time of the violation calls. The more than 10,700  
9 claims already validated reflects that this process was not difficult.

10 Class Counsel's staff took calls from 190 people with questions about the claims process.  
11 Chandler Decl. ¶ 15. Class Counsel's staff assisted the heirs of deceased Settlement Class  
12 Members in completing declarations that allowed them to file claims, helped claimants to  
13 correct incomplete or incorrect claim forms, and mailed copies of the claim form to people who  
14 requested them. *Id.*

15 Nonetheless, some submitted claim forms were deficient. Settlement Class Members  
16 submitted 122 claims that are valid except that they were submitted late. Class Counsel  
17 recommends that all otherwise valid late claims received on or before March 18, 2025, be  
18 accepted. Class Counsel respectfully submit that Settlement Class Members who simply filed  
19 their claim late should not be denied the benefits of the Settlement. Class Counsel requests  
20 that the Court direct that any claims submitted after March 18, 2025, and any claims that were  
21 late and contained other deficiencies, be denied as untimely.

22 The other deficiencies include claims where the claim form is unsigned, the number  
23 submitted is not in the call records, or where multiple people claimed ownership of the same  
24 phone number that is in the call records. Chandler Decl. ¶ 12. Claimants whose timely claims  
25 were deficient were sent a deficiency letter explaining the problem with their claim and giving  
26 the claimant an opportunity to cure the deficiency. *Id.* Williams will report on the number of  
27



1 deficiencies cured in a supplemental report on April 4 and again shortly before the final  
2 approval hearing.

3 Finally, the settlement fund will be distributed to Eligible Claimants fairly—every class  
4 member who submits a valid claim or cures a deficient form will receive the same payment  
5 amount. Rule 23(e)(2)(C)(ii) supports approval of the Settlement.

6 3. The proposed attorneys' fee is calculated as a percentage of the Settlement  
7 fund. There are no subtle signs of collusion.

8 The Ninth Circuit has identified “red flags” that may suggest plaintiff’s counsel allowed  
9 pursuit of their own self-interest to infect settlement negotiations, including when counsel  
10 receive a disproportionate portion of the settlement, the parties agree to a “clear sailing”  
11 arrangement providing for the payment of attorneys’ fees separate and apart from class funds,  
12 or the parties agree that any fees not awarded will revert to defendants rather than be added  
13 to the class fund. *In re Hyundai and Kia Fuel Econ. Litig.*, 926 F.3d 539, 569 (9th Cir. 2019). None  
14 is present in this settlement. Because Class Counsel will be paid from the same Settlement Fund  
15 as Settlement Class Members, they were incentivized to negotiate the largest fund possible.  
16 Both PillPack and Settlement Class Members were free to object to Class Counsel’s request, and  
17 Class Counsel’s motion for fees was available on the Settlement website throughout the claims,  
18 opt-out, and objection period. Yet no objections were made. Class Counsel request a  
19 reasonable fee, as explained in their motion (Dkt. No. 348). Rule 23(e)(2)(C)(iii) therefore favors  
20 approval.

21 Finally, there are no separate agreements to be disclosed under Rule 23(e)(2)(C)(iv).

22 **D. The Settlement treats class members the same.**

23 Rule 23(e)(2)(D) requires the Court to consider whether a proposed Settlement treats  
24 class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(D). Under the  
25 Settlement, all members of the class certified by the Court had an opportunity to file a claim.  
26 Each Settlement Class Member was entitled to file a single claim and every Eligible Claimant will  
27 be paid the same amount. This factor is easily satisfied.

IV. CONCLUSION

For the foregoing reasons, Williams requests that the Court grant final approval of the Settlement, direct that all late but otherwise valid claims be accepted, and award his counsel \$2,166,450 in attorneys’ fees and \$338,016 in litigation costs to paid from the Settlement, and direct that he receive a service award of \$20,000 paid from the Settlement.

RESPECTFULLY SUBMITTED AND DATED this 18th day of March, 2025.

TERRELL MARSHALL LAW GROUP PLLC

*I certify that this memorandum contains 4,130 words, in compliance with the Local Civil Rules.*

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