

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

**FINAL APPROVAL ORDER AND
JUDGMENT**

This matter, having come before the Court on Plaintiff’s Motion for Final Approval of the proposed class action settlement with Defendant PillPack LLC (“Defendant”); the Court having considered all papers filed and arguments made with respect to the proposed settlement of the claim asserted under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 et seq., by the proposed Settlement Class, and the Court, being fully advised, finds that:

1. On April 18, 2025 the Court held a Final Approval Hearing, at which time the parties [and any objectors or Settlement Class Members who appeared] were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received [no] objections to the settlement.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all

1 Settlement Class Members who can be identified through reasonable effort; and satisfies Rule
2 23(e) and due process.

3 3. Defendant has timely served notification of this settlement with the appropriate
4 officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

5 4. The Court finds that the Court has jurisdiction over the subject matter of this
6 Agreement with respect to and over the parties, including Plaintiff and all Settlement Class
7 Members, and that all members of the Settlement Class have standing under Article III of the
8 United States Constitution because a person’s receipt of an unsolicited telephone call sent
9 without the recipient’s clear and affirmative consent intrudes upon privacy and is an injury for
10 purposes of Article III. *See Van Patten v. Vertical Fitness Group, LLC*, 874 F.3d 1037 (9th Cir. 2017).

11 5. The terms of the Settlement Agreement are incorporated fully into this Order by
12 reference.

13 6. The Court finds that the terms of Settlement Agreement are fair, reasonable, and
14 adequate in light of the complexity, expense, and duration of litigation, and the risks involved in
15 establishing liability and damages, and maintaining the class action through trial and appeal.

16 7. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they
17 counsel in favor of final approval.

18 8. The Court finds that the relief provided under the settlement constitutes fair value
19 given in exchange for the release of claims.

20 9. The parties and each Settlement Class Member have irrevocably submitted to the
21 jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement
22 Agreement.

23 10. The Court finds that it is in the best interests of the parties and the Settlement
24 Class and consistent with principles of judicial economy that any dispute between any Settlement
25 Class Member (including any dispute as to whether any person is a Settlement Class Member)
26 and any Released Party which, in any way, relates to the applicability or scope of the Settlement
27

1 Agreement or the Final Judgment and Order should be presented exclusively to this Court for
2 resolution by this Court.

3 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

4 11. This action is a class action against Defendant on behalf a class of persons
5 defined as follows (the "Settlement Class"): All persons or entities within the United States who
6 between March 13, 2018, and June 16, 2019, received a non-emergency telephone call
7 promoting goods and services on behalf of PillPack LLC as part of the PillPack Performance
8 Media Campaign: (i) to a cellular telephone number through the use of an artificial or
9 prerecorded voice; and (ii) Performance Media or its agents live transferred the call to a PillPack
10 call center on the DNIS 866-298-0058; and (iii) Performance Media or its agents did not obtain
11 the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com,
12 finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com,
13 samplesandsavings.com, sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com
14 between June 19, 2017, and May 3, 2019, before the date(s) of the call(s). The Settlement Class
15 does not include Defendant, any entity that has a controlling interest in Defendant, and
16 Defendant's current or former directors, officers, counsel, and their immediate families. The
17 Settlement Class also does not include any person who validly requests exclusion from the
18 Settlement Class, or Melvin Tyson, who validly requested exclusion from the certified class (see
19 Dkt. No. 320).

20 12. The Court finds that the Settlement Class satisfies all of the requirements of
21 Federal Rule of Civil Procedure 23(a) and (b)(3) as set forth in its earlier order certifying the class.
22 Dkt. No. 259.

23 13. The Settlement Agreement submitted by the parties for the Settlement Class is
24 finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable,
25 and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall
26 be deemed incorporated herein and shall be consummated in accordance with the terms and
27 provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

1 14. As agreed by the parties in the Settlement Agreement, upon Final Approval, the
2 relevant parties shall be released and discharged in accordance with the Settlement Agreement.

3 15. By operation of this Final Judgment, the Plaintiff and PillPack expressly waive, and
4 each Settlement Class Member is deemed to have waived, any and all claims, rights, or benefits
5 they may have under California Civil Code § 1542 and any similar federal or state law, right, rule,
6 or legal principle that may apply. California Civil Code § 1542 provides as follows:

7 A general release does not extend to claims that the creditor or releasing party
8 does not know or suspect to exist in his or her favor at the time of executing the
9 release, and that, if known by him or her, would have materially affected his or
her settlement with the debtor or released party.

10 16. As agreed by the parties in the Settlement Agreement, upon Final Approval,
11 Representative Plaintiff, all Settlement Class Members, and any person or entity allegedly acting
12 on behalf of Settlement Class Members, either directly, representatively or in any other capacity,
13 are permanently enjoined from commencing or prosecuting against the Released Parties any
14 action or proceeding in any court or tribunal asserting any of the Released Claims, provided,
15 however, that this injunction shall not apply to individual claims of any Settlement Class Members
16 listed in Exhibit 1 who timely requested exclusion from the Settlement Class. This injunction is
17 necessary to protect and effectuate the settlement, this Order, and the Court's flexibility and
18 authority to effectuate this settlement and to enter judgment when appropriate, and is ordered
19 in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

20 17. The Court approves acceptance of the late, but otherwise valid claims submitted
21 by Settlement Class Members on or before March 18, 2025. No other late claims will be
22 accepted.

23 18. The Court directs the Settlement Administrator and the Parties to ensure that all
24 deficient claims that are corrected so that they comply with the requirements of the Settlement
25 Agreement be accepted and paid. Deficient claims that were not corrected as required under
26 the Settlement Agreement on or before April 11, 2025, are denied.

1 19. Upon consideration of Class Counsel’s application for fees and costs and other
2 expenses, the Court awards \$2,166,450 as reasonable attorneys’ fees and \$338,016 as
3 reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement
4 Fund. The Court finds that an award of one third of the Settlement Fund is reasonable given the
5 excellent result Class Counsel obtained for the class and because the award reflects a negative
6 .72 multiplier on Class Counsel’s reasonable lodestar. Class Counsel invested more than 5,100
7 hours of work into this case over more than five years of litigation. Class Counsel’s lodestar—
8 calculated at reasonable hourly rates ranging from \$700 to \$775 for attorneys with at least 15
9 years of experience and \$600-\$650 for attorneys with at least 10 years of experience—is
10 \$2,991,553. With respect to the results achieved, the Court notes that at least 35% of the
11 Settlement Class Members filed valid claims and that the payments to Eligible Claimants will be
12 at least \$212, and may be as high as \$359, which far exceeds the amounts often paid to
13 claimants in TCPA cases.

14 20. Upon consideration of the application for approval of a service award, Class
15 Representative Aaron Williams is awarded the sum of \$20,000, to be paid from the Settlement
16 Fund, for the service he has performed for and on behalf of the Settlement Class.

17 21. The Court authorizes Class Counsel and defense counsel to authorize payment to
18 the Settlement Administrator from the Settlement Fund as set forth in the Settlement
19 Agreement.

20 22. There are no objections to the Settlement and no Settlement Class Members have
21 requested exclusion from the Settlement.

22 23. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be
23 construed or used as an admission or concession by or against Defendant or any of the Released
24 parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released
25 Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in
26 this lawsuit. The final approval of the Settlement Agreement does not constitute any opinion,
27 position, or determination of this Court, one way or the other, as to the merits of the claims and

1 defenses of the Class Representative, Settlement Class Members, or Defendant. This Final
2 Judgment and the Agreement do not constitute a concession and shall not be used as an
3 admission or indication of any wrongdoing, fault, or omission by Defendant or any other person
4 in connection with any transaction, event or occurrence, and neither this Final Judgment nor the
5 Agreement nor any related documents in this proceeding, nor any reports or accounts thereof,
6 shall be offered or received in evidence in any civil, criminal, or administrative action or
7 proceeding, other than such proceedings as may be necessary to consummate or enforce this
8 Final Judgment, the Agreement, and all releases given thereunder, or to establish the affirmative
9 defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the
10 Agreement.

11 24. Without affecting the finality of this judgment, the Court hereby reserves and
12 retains jurisdiction over this settlement, including the administration and consummation of the
13 settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive
14 jurisdiction over Defendant and each member of the Settlement Class for any suit, action,
15 proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the
16 applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any
17 dispute concerning the Settlement Agreement, including, but not limited to, any suit, action,
18 arbitration, or other proceeding by a Settlement Class Member in which the provisions of the
19 Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of
20 action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising
21 out of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the
22 fullest extent possible under applicable law, the parties hereto and all Settlement Class Members
23 are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a
24 defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this
25 Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

1 25. This action is hereby dismissed on the merits, in its entirety, with prejudice and
2 without costs except as provided elsewhere in this order, including without limitation all
3 Released Claims of Settlement Class Members against the Released Parties.

4 26. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure,
5 that there is no just reason for delay, and directs the Clerk to enter final judgment.

6 27. Melvin Tyson validly excluded himself from the Class and is thus excluded from
7 the terms of this Order. Further, because the settlement is being reached as a compromise to
8 resolve this litigation, including before a final determination of the merits of any issue in this case,
9 none of the excluded individuals listed above may invoke the doctrines of *res judicata*, collateral
10 estoppel, or any state law equivalents to those doctrines in connection with any further litigation
11 against Defendant in connection with the claims settled by the Settlement Class.

12 **IT IS SO ORDERED.**

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14 DATED this _____ day of _____, 2025.

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18 THE HONORABLE DAVID G. ESTUDILLO