

**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF ARIZONA**

Sana Mujahid,

Plaintiff,

vs.

Divvymed, LLC d/b/a Divvydose,

Defendant.

No. 2:19-cv-5454-PHX-NVW

Hon. Neil v. Wake

**DECLARATION OF ANTHONY
PARONICH IN SUPPORT OF
PLAINTIFF’S MOTION FOR
AWARD OF ATTORNEYS’ FEES,
EXPENSES, AND CLASS
REPRESENTATIVE AWARD**

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

1. I make this declaration in support of Plaintiffs’ Motion for Award of Attorneys’ Fees, Expenses, and Class Representative Award. 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 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. 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.
- ix. 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.
- x. 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.
- xi. 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). The Fourth Circuit Court of Appeals unanimously affirmed the judgment in May of 2019. *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643 (4th Cir. 2019). The United States Supreme Court rejected *certiorari* of this matter in December of 2019. *See DISH Network L.L.C. v. Krakauer*, 140 S. Ct. 676 (2019).
- xii. Charvat v. Carnival Corporation & PLC, et. al., USDC, ND. Ill., 1:13-cv-00042, a TCPA class settlement of \$12,500,000 granted final approval in April of 2020.

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

9. Prior to agreeing to the Settlement in this matter, I along with my co-counsel engaged in substantial legal and factual research related to the claims of the Plaintiff and the Class.

10. In discovery, the parties exchanged information regarding DivvyMed's relationship with Multira, its efforts to comply with the TCPA as well as documents that identify putative class members. The Plaintiff also issued subpoenas to Multira, 1564 Ventures as well as the pre-recorded calling provider used by 1564 Ventures. In total, the Plaintiff obtained over 10,000 pages of production.

11. I record my time working on matters contemporaneously in MyCase software.

12. Through the filing of this motion, our office has spent 217.8 hours litigating this matter at my standard rate of \$550, which yields \$119,790 in attorney time lodestar. This billable rate has been approved by another federal court and is consistent with what I have been awarded in other TCPA class actions. *See Heaton, et. al. v. Motor Vehicle Assurance et. al.*, Civil Action No. 4:17-cv-40169 (D. Ma., March 30, 2020); *Mey v. Frontier Communications Corporation*, No. 3:13-cv-1191- MPS (D. Ct. June 9, 2017); *Heidarpour v. Central Payment Co.*, No. 16-cv-01215 (M.D. Ga. May 4, 2017); *Mey v. Interstate National Dealer Services, Inc.*, No. 14- 01846 (N.D. Ga June 8, 2016); *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, No. 13-cv-00662 (D. Md. April

15, 2015); *Kensington Physical Therapy, Inc. v. Jackson Therapy Partners, LLC*, No. 11-02467 (D. Md. Feb. 12, 2015).

13. I conservatively expect to invest at least another 20 hours communicating with Settlement Class Members, preparing for and attending the Final Fairness Hearing, including drafting a motion for final approval, managing the claims process, and tending to any claims-administration issues that arise.

14. As Class Counsel, I believe that the Settlement Agreement between the Parties is fair and reasonable and in the best interests of the Settlement Class. 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. The Class Representative was kept abreast of the proceedings throughout the litigation, reviewed the final Settlement Agreement, and also agrees that it is fair and reasonable.

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

16. As of July 24, 2020, no Settlement Class Member has objected to the Settlement, and Claim Forms can continue to be submitted until August 19, 2020. During the first 37 days of the Claims Period, 209 Claim Forms have been received by the Settlement Administrator. If there are another 81 Claim Forms received by the Settlement Administrator for the last 23 days, a total of 290 Claim Forms will have been received. If

the service award, fees and costs are approved as requested, this will result in a recovery of \$1,491.00 per claimant.

17. The Settlement also provides for the payment of attorneys' fees, costs and expenses to Class Counsel following application for and Court approval of such an award. The compensation for the services Class Counsel rendered to the Class is wholly contingent. 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, Class Counsel had to forego other cases once they had agreed to represent the Class Representative and Class in this Action.

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

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

20. Our office has expended a total of \$12,255.80 in costs, the bulk of which were incurred mediation and expert analysis, the remaining were for filing fees, *pro hac vice* fees, and service of process fees. 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.

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 THIS 24th DAY OF JULY, 2020 IN THE COMMONWEALTH OF MASSACHUSETTS.

/s/ Anthony I. Paronich
Anthony I. Paronich