

**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 ANDREW  
HEIDARPOUR IN SUPPORT OF  
PLAINTIFF’S MOTION FOR  
AWARD OF ATTORNEYS’ FEES,  
EXPENSES, AND CLASS  
REPRESENTATIVE AWARD**

I, Andrew Heidarpour, 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 District of Columbia, I am over 18 years of age, and I am competent to testify and make this affidavit on personal knowledge. I have experience in the prosecution of class actions on behalf of consumers, particularly claims under the TCPA.

3. I am a 2014 graduate of Arizona Summit Law. In 2016, I was admitted to

the Bar in Washington D.C. Since then, I have also been admitted to practice before the United States District and Bankruptcy Court for the District of Columbia. From time to time, I have appeared in other Federal District Courts pro hac vice. I am in good standing in every court to which I am admitted to practice.

4. I have filed more than 25 TCPA class actions as putative class counsel, including the following:

- i. Rojas v. Gosmith, et al, USDC, United States District Court for the Northern District of Indiana, Civil Action No. 2:17-cv-00281.
- ii. Loftus et al v. Sunrun Inc., United States District Court for the Northern District of California, Civil Action No. 3:2019-cv-01608.
- iii. Schultz v. LinkNow Media, United States District Court for the Northern District of California, Civil Action No. 3:2019-cv-01936.
- iv. Dhesi v. Xpression of Awareness, Inc., United States District Court for the Northern District of California, Civil Action No. 4:2019-cv-04210.
- v. Hobbs et al v. Randall Reilly LLC et al, United States District Court for the Middle District of Georgia, Civil Action No. 4:2019-cv-00009.
- vi. Thrower v. Matrix Warranty Solutions Inc et al, United States District Court for the Middle District of Georgia, Civil Action No. 3:2019-cv-00066.
- vii. Person et al v. Lyft, Inc et al, United States District Court for the Northern District of Georgia, Civil Action No. 1:2019-cv-02914.
- viii. Griffin v. CHW Group, Inc., United States District Court for the Northern District of Georgia, Civil Action No. 1:2019-cv-05561.
- ix. Schick v. Compass Lending Corporation, et al., United States District Court for Arizona, Civil Action No. 2:2019-cv-01736.

5. I have also previously been appointed as class counsel in a TCPA case, including: Naiman, et. al. v. Total Merchant Services, Inc., United States District Court for the Northern District of California, Civil Action No. 4:17-cv-3806.

6. My firm is counsel of record in this case.

7. 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.

8. 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.

9. I record my time working on matters contemporaneously in Excel software.

10. Through the filing of this motion, my office has spent 26.9 hours litigating this matter, 6 of which were billed at my then current rate of \$370, and 20.9 at my current rate of \$450 for a total lodestar of \$11,625. This billable rate has been submitted to another federal court as well. *See Schaffer v. First Choice Payment Solutions G.P.*, Civil Action No: 8:18-cv-01981 (C.D. Ca.).

11. I conservatively expect to invest at least another 10 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.

12. 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.

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

14. 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.

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

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

17. My office has expended a total of \$119 in costs, the bulk of which were incurred for *pro hac vice* 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 27<sup>th</sup> DAY OF JULY, 2020 IN THE COMMONWEALTH OF VIRGINIA.

/s/ Andrew Heidarpour  
Andrew Heidarpour