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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Sana Mujahid, individually and on behalf of  
a class of all persons and entitled similarly  
situated,

Plaintiff,

v.

DivvyMed, LLC d/b/a Divvydose,

Defendant.

No. CV-19-05454-PHX-NVW

**FINAL APPROVAL**

**ORDER**

On August 25, 2020, this Court heard the motion for final approval of the class action settlement (Doc. 32) and for entry of judgment filed by Plaintiff.<sup>1</sup> This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release (“Settlement Agreement”); (b) any objections filed with or presented to the Court; (c) the Parties’ responses to any objections; and (d) counsel’s arguments. Based on this review and the findings below, the Court found good cause to grant the motion.

**FINDINGS:**

Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it. Among other

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<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 matters considered, the Court took into account: (a) the complexity of Plaintiff’s theory of  
2 liability; (b) the arguments raised by Divvymed, LLC (“Divvydose”) in its pleadings that  
3 could potentially preclude or reduce the recovery by Settlement Class Members; (c) delays  
4 in any award to the Settlement Class that would occur due to further litigation and appellate  
5 proceedings; (d) the amount of discovery that has occurred; (e) the relief provided to the  
6 Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the  
7 Parties; and (g) the lack of objectors to the Settlement Agreement, demonstrating that the  
8 Settlement Class has a positive reaction to the proposed settlement.

9 The Court also finds that extensive arm’s-length negotiations have taken place, in  
10 good faith, between Settlement Class Counsel and Divvydose’s Counsel resulting in the  
11 Settlement Agreement. These negotiations were presided over by an experienced mediator.

12 The Settlement Agreement provides substantial value to the Settlement Class in the  
13 form of cash payments.

14 Notice was provided to Class Members in compliance with Section 4 of the  
15 Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure.  
16 The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit  
17 and settlement; (ii) provided sufficient information so that Settlement Class Members could  
18 decide whether to accept the benefits offered, opt-out and pursue their own remedies, or  
19 object to the settlement; (iii) provided procedures for Class Members to file written  
20 objections to the proposed settlement, to appear at the hearing, and to state objections to  
21 the proposed settlement; and (iv) provided the time, date, and place of the final fairness  
22 hearing.

23 Divvymed, LLC (“Divvydose”) filed a copy of the notice it gave on May 1, 2020  
24 pursuant to 28 U.S.C. § 1715(b) and the notice complies with the requirements of 28 U.S.C.  
25 § 1715(b).  
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1 Plaintiff and Settlement Class Counsel have fairly and adequately protected the  
2 Settlement Class's interests, and the Parties have adequately performed their obligations  
3 under the Settlement Agreement.

4 For the reasons stated in the Preliminary Approval Order, and having found nothing  
5 in any submitted objections that would disturb these previous findings, this Court finds and  
6 determines that the proposed Class, as defined below, meets all of the legal requirements  
7 for class certification, for settlement purposes only, under Federal Rule of Civil Procedure  
8 23 (a) and (b)(3).

9 An award of \$262,374.80 for a Fees, Costs, and Expenses Award to Settlement  
10 Class Counsel is fair and reasonable in light of the nature of this case, Settlement Class  
11 Counsel's and Divvydose's Counsel's experience and efforts in prosecuting this Action,  
12 and the benefits obtained for the Settlement Class.

13 A Service Payment to Plaintiff of \$5,000 is fair and reasonable in light of: (a)  
14 Plaintiff's risks (including financial, professional, and emotional) in commencing this  
15 Action; (b) the time and effort spent by Plaintiff in litigating this Action; and (c) Plaintiff's  
16 public interest service.

17 Reimbursement of an estimated \$62,621.40 to the Settlement Administrator is fair  
18 and reasonable to compensate it for the provision of notice to the Settlement Class and  
19 administering the Settlement.  
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22 **IT IS ORDERED THAT:**

23 **Class Members.** The Settlement Class is certified as a class of all persons in the  
24 United States who were called by 1564 Ventures, Inc. with a recorded message about  
25 Divvydose during the Class Period. Excluded from the Class are the Court, the officers  
26 and directors of Divvymed, LLC, and persons who timely and validly requested exclusion  
27 from the Settlement Class. The Class Period is from June 26, 2019 through November 1,  
28 2019.

1           **Binding Effect of Order.** This Order applies to all claims or causes of action settled  
2 under the Settlement Agreement, and binds all Settlement Class Members, including those  
3 who did not properly request exclusion under paragraph 13 of the Preliminary Approval  
4 Order. This Order does not bind persons who filed timely and valid requests for exclusion.  
5 Attached as Exhibit A is a list of persons who properly requested to be excluded from the  
6 settlement.

7           **Release.** Plaintiff and all Settlement Class Members who did not properly request  
8 exclusion are: (1) deemed to have released and discharged Divvydose, Multira, Inc. and  
9 1564 Ventures, Inc. from all claims arising out of or asserted in the Action and all claims  
10 released under the Settlement Agreement; and (2) barred and permanently enjoined from  
11 asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full  
12 terms of the release described in this paragraph are set forth in Sections 2.2.1 and 2.2.2 of  
13 the Settlement Agreement and are specifically incorporated herein by this reference.

14           **Class Relief.** Divvydose is directed to provide the Settlement Fund to the  
15 Settlement Administrator according to the terms and timeline stated in the Settlement  
16 Agreement. The Settlement Administrator is further directed to issue payments to each  
17 Settlement Class Member who submitted a valid and timely Claim Form (i.e., each  
18 Authorized Claimant) according to the terms and timeline stated in the Settlement  
19 Agreement.  
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21           **Fees, Costs, and Expenses Award.** Settlement Class Counsel are awarded  
22 \$262,374.80 from the Settlement Fund in fees and costs. Payment shall be made pursuant  
23 to the manner and timeline stated in Section 3 of the Settlement Agreement.

24           **Service Payment.** Plaintiff is awarded \$5,000 from the Settlement Fund as an  
25 individual settlement award. Payment shall be made pursuant to the manner and timeline  
26 stated in Section 3 of the Settlement Agreement.  
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