

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

FRANTZ SAMSON, a Washington resident,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

UNITEDHEALTHCARE SERVICES, INC.,

Defendant.

Case No. 2:19-cv-00175-MJP

**PLAINTIFF'S UNOPPOSED MOTION  
FOR FINAL APPROVAL OF  
SETTLEMENT**

**NOTED FOR CONSIDERATION  
WITH ARGUMENT:**

June 20, 2025 at 10:00 a.m.

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## I. INTRODUCTION

Plaintiff Frantz Samson requests the Court grant final approval of the class action settlement he reached with Defendant UnitedHealthcare Services, Inc. The settlement, reached after nearly six years of contested litigation and following extensive arm's-length negotiations, including three separate private mediations, resolves claims arising out of violations of the Telephone Consumer Protection Act.

United has agreed to pay \$2,500,000 to establish a non-reversionary Settlement Fund for the benefit of Settlement Class Members who submitted valid claims. Settlement Administrator Continental DataLogix is in the process of validating claims and will supplement this submission when that process is complete. Based on current validated claims, Samson estimates claimants will receive \$480-\$1,425. This is an excellent per-claimant recovery under a statutory scheme that authorizes \$500 in damages for each call placed in violation of the TCPA and up to \$1,500 for each TCPA violation found to be willful.

Continental implemented the Court-approved notice plan and successfully delivered postcard and email notices to 94% of the identified Settlement Class Members. No Settlement Class Member objected to the settlement and only one opted out. Because the settlement is fair, reasonable, and adequate, Samson requests the Court grant final approval of the settlement by: (1) approving the Settlement Agreement; (2) finally certifying the Settlement Class; (3) determining that adequate notice was provided to the Settlement Class; (4) granting Class Counsel's request for \$833,333 in attorneys' fees and \$417,003 in costs; (5) approving a service payment to Samson in the amount of \$20,000; and (6) approving administration costs of \$55,627.68.

## II. BACKGROUND

### A. Procedural History

Samson filed this class action lawsuit in early 2019, alleging that United placed multiple prerecorded voice calls to his and other consumers' cell phones without their consent and after they told United to stop calling. Dkt. 1. The path to this settlement was not straightforward.

1 United has aggressively defended the case since it moved to stay the litigation—for the first  
 2 time—shortly after answering the complaint. Dkt. 350 ¶9-13. Class Counsel persisted through  
 3 numerous discovery battles and eight pre-trial motions, including two motions for class  
 4 certification. *Id.* The Court ultimately certified Wrong Number and DNC Classes. Dkt. 266.  
 5 Following certification, the parties engaged in additional motion work and fact and expert  
 6 discovery. United had moved to decertify the Classes at the time the parties agreed to the  
 7 settlement. Dkt. 341.

8 **B. Settlement negotiations and agreement.**

9 The parties participated over the years in three unsuccessful mediation sessions with  
 10 experienced mediator Lou Peterson. Dkt. 350 ¶14. After Samson responded to United’s  
 11 decertification motion, the parties worked with Peterson again and negotiated the proposed  
 12 settlement, which was memorialized in a settlement agreement signed on December 20, 2024.  
 13 Dkt. 346-1 (Settlement Agreement or SA).

14 The Settlement Agreement requires United to pay \$2,500,000 into a non-reversionary  
 15 Settlement Fund, which will be used to pay attorneys’ fees and costs, a service award to Samson,  
 16 and settlement administration costs. Dkt. 346-1. The balance of the Settlement Fund will be paid  
 17 to Settlement Class Members who submitted valid claims. SA ¶ 1.20. The Settlement  
 18 Agreement’s terms, including the definition of the Settlement Class, are laid out in detail in  
 19 Plaintiff’s Motion for Preliminary Approval. Dkt. 345.

20 **C. The Court granted preliminary approval of the settlement.**

21 On December 20, 2024, Class Counsel filed Plaintiff’s Unopposed Motion for  
 22 Preliminary Approval of Class Action Settlement. Dkt. 345. The Court granted Samson’s motion  
 23 for preliminary approval of the settlement on January 15, 2025, finding the settlement “appears,  
 24 upon preliminary review, to be fair, reasonable, and adequate” to Settlement Class Members.  
 25 Dkt. 347 ¶2. The Court also found that the action “is preliminarily maintainable as a class action  
 26 because: (1) a class action is a fair and efficient adjudication of this controversy; and (2)  
 27

1 questions of fact and law common to Settlement Class Members predominate over any questions  
2 affecting only individual members.” *Id.* ¶4.

3 The Court approved the proposed notice plan, finding it “fully satisfies the requirements  
4 of Fed. R. Civ. P. 23 and due process” and constitutes “the best notice practicable under the  
5 circumstances.” *Id.* ¶¶10-11. The Court appointed Continental Settlement Administrator. *Id.* ¶8.

6 **D. The Settlement Administrator fully implemented the Court-approved notice plan.**

7 Continental executed the notice plan, including an initial notice and two reminder notices,  
8 as well as online publication notice. Marr Decl. ¶¶3-20.

9 Continental created a Settlement Website, [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com), that  
10 provided Settlement Class Members with key documents from the case, including the complaint,  
11 Settlement Agreement, preliminary approval motion and order, motion for attorneys’ fees, costs,  
12 and the service award. Class members could also find the Long Form Settlement Notice and  
13 Claim Form on the website, as well as important dates and Continental’s contact information. *Id.*  
14 ¶4. Class members could email Continental from the Settlement Website, and could also submit  
15 a Claim Form online or print the Claim Form and mail it. *Id.* ¶¶4, 6. Continental also established  
16 a dedicated phone number for this settlement. *Id.* ¶5. Continental received and responded to 1,165  
17 email and 295 telephone inquiries about the settlement. *Id.* ¶5-6.

18 Class Counsel provided Continental with data for 12,012 phone numbers belonging to  
19 Settlement Class Members. Continental was able to find a name, address, or both for 9,499 of the  
20 numbers that were associated with 13,256 names. *Id.* ¶8. On February 14, 2025, Continental  
21 mailed 3,461 Postcard Notices and sent 10,375 Email Notices, after using industry standard tools  
22 to find and update addresses. *Id.* ¶¶8-15, Exs. A & B. On February 27, Continental mailed a  
23 Postcard Notice to the Class Members whose Email Notices bounced back. *Id.* ¶13. Continental  
24 attempted to locate addresses for Class Members whose Postcard Notices were returned by  
25 USPS as undeliverable to re-send the Postcard Notice. *Id.* ¶¶14-15. Continental sent Email  
26 Reminder Notices on March 25 and April 8 and Postcard Reminder Notices on April 1 to all  
27 Settlement Class Members who had not filed Claim Forms. *Id.* ¶¶16-18, Exs. C & D.



1 The email and postcard notices reached 94% of the 9,499 Class Members for whom  
 2 Continental was able to find a name, address, or both. In total, Continental reached 75% of the  
 3 12,012 Settlement Class Members. *Id.* ¶20. Continental supplemented the direct notice with  
 4 online publication notice on the Google Display Network, Facebook, and Instagram from  
 5 February 14 to April 15, 2025. The online publication notice generated 6,806,730 impressions  
 6 and 4,371 clicks. *Id.* ¶19, Ex. E.

7 **E. There were no objections to the settlement; only one person requested to opt out;**  
 8 **hundreds submitted claims.**

9 Settlement Class Members had sixty days from the date notice was mailed, until April 15,  
 10 to submit a claim, object to the settlement, or request to be excluded from it. No Settlement Class  
 11 Members objected and one requested to be excluded. Marr Decl. ¶¶21-22. By contrast,  
 12 Continental received 6,237 claims. Marr Decl. ¶23. The majority of those claims were deficient  
 13 because they did not include a class cell phone number. *Id.* ¶24. Continental has approved 824  
 14 claims. *Id.* Of the 824 valid claims, 42 were received after the April 15 deadline. *Id.* If all claims  
 15 are accepted, including the untimely claims, the claims rate is 6.86%. Continental sent deficiency  
 16 letters to claimants whose timely claims have some deficiency and for whom Continental had  
 17 either an email or mailing address. *Id.* ¶24. Continental will supplement this submission on June  
 18 6, 2025, *see* Dkt. 347 ¶17, with more detail on the responses to the deficiency letters.

19 **F. Claimants will receive substantial cash awards after deducting reasonable**  
 20 **administration expenses and attorneys' fees and costs.**

21 1. Claimant Awards.

22 The Net Settlement Fund is sufficient to pay every class member an award of \$97.74. If  
 23 only the valid claims, including late claims, submitted to date are accepted, each claimant will  
 24 receive a payment of \$1,425. If 30% of the deficient claims are cured, claimants would receive  
 25 approximately \$480. Any unclaimed funds resulting from uncashed Claimant Awards will be  
 26 paid in cy pres to AARP Foundation, which advocates for older consumers, including by  
 27 providing resources to stop robocalls. Murray Decl. ¶2.

2. Administration expenses.

At preliminary approval, Continental estimated that the cost of administering the settlement, including sending notice, processing claims, and maintaining the Settlement Website, would be \$35,000. To ensure that all Settlement Class Members had an opportunity to submit claims, Class Counsel asked Continental to send reminder notices by email and U.S. mail. Because the Claimant Awards will be over \$600, Class Counsel asked Continental to send W-9 forms to Settlement Class Members who submitted valid claim forms. With these additional services, Continental's total costs to administer the settlement are \$55,627.68. Marr Decl. ¶26. These costs will be paid from the Settlement Fund. SA ¶1.18.

3. Attorneys' Fees, Costs, and Service Award

Class Counsel request a fee of \$833,333, which is one third of the Settlement Fund. Class Counsel's fee request is 24% of their lodestar for their work on the case over nearly five years. Class Counsel also request reimbursement of litigation costs of \$417,003. And Samson requests a service award of \$20,000.

The requested fee award, costs, and service awards were included in the Notice sent to Settlement Class members. Class Counsel filed their motion seeking these amounts on March 14, 2025, which is 30 days before the April 15, 2025, deadline for Settlement Class members to opt out of or object to the Settlement. Dkt. 345. Class Counsel's motion was posted to the settlement website the day after it was filed. Murray Decl. ¶3.

### III. ARGUMENT

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

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

The Rule 23(e) factors are similar to those previously identified by the Ninth Circuit: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed settlement. *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)); *see also In re California Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 674 (9th Cir. 2025) (the key factors "are now baked into the text of Rule 23(e), and the remaining ones can still be considered for Rule 23(e)(2) analysis").

Despite this "lengthy but non-exhaustive list of factors that a district court may consider when weighing a proposed settlement," "there are few, if any hard-and-fast rules about what makes a settlement 'fair' or 'reasonable.'" *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, 895 F. 3d 597, 610 (9th Cir. 2018). "The district court's task in reviewing a settlement is to make sure it is 'not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and

adequate to all concerned.” *Id.* at 617 (quoting *Officers for Justice v. Civil Service Comm’n of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982)).

**A. Samson and Class Counsel have adequately represented the Class.**

On October 13, 2023, the Court certified two Classes under Rule 23(b)(3). Dkt. 266. In its order granting class certification, the Court found Samson to be an adequate class representative. *Id.* at 13:10-15:9. The Court further found that Samson’s counsel “are adequate to represent the classes.” *Id.* at 15:10-16:5.

Nothing has changed. Samson and Class Counsel continued to vigorously represent the Settlement Class’s interests and have no conflicts of interest with Class Members. They achieved an excellent result for the Settlement Class.

**B. The settlement is the result of arm’s-length, non-collusive negotiations.**

When determining whether a settlement is the product of arm’s-length negotiations, a district court must look for “subtle signs that class counsel have allowed pursuit of their own self-interests and that of certain class members to infect the negotiations.” *In re Volkswagen*, 895 F.3d at 611 (quoting *In re Bluetooth*, 654 F.3d at 946–47). “Arm’s length negotiations conducted by competent counsel constitute prima facie evidence of fair settlements.” *Ikuseghan v. Multicare Health Sys.*, No. 3:14-cv-05539-BHS, 2016 WL 3976569, \*3 (W.D. Wash. July 25, 2016).

The parties mediated unsuccessfully three times with Mr. Peterson. Dkt. No. 350 ¶ 14. After the class was certified, additional information produced, and United’s decertification motion filed, the parties re-opened their discussions and reached agreement with Peterson’s help. *Id.* Class Counsel negotiated the settlement after extensive discovery and had a solid understanding of the facts and law of the case. They believe the settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. Murray Decl. ¶4.

1 **C. The relief provided for the Settlement Class is adequate.**

2 1. The costs, risks, and delay of trial and appeal.

3 The Settlement Fund of \$2,500,000 is more than adequate given the risks and delays of  
 4 continued litigation. Class Counsel request that the Court approve all 824 claims validated by  
 5 Continental, including the 42 otherwise-valid claims submitted after the April 15, 2025 deadline,  
 6 and any cured deficient claims. Murray Decl. ¶5. Samson will update the Court on the total  
 7 number of valid claims after the deficiency process is complete. *Id.*

8 Depending on the number of deficient claims that are corrected, each Eligible Claimant  
 9 will receive between \$480 and \$1,425. These amounts exceed per-claimant recoveries in TCPA  
 10 class settlements approved in the Ninth Circuit. *See, e.g., Williams v. PillPack LLC*, 2025 WL  
 11 1149710, at \*2 (W.D. Wash. Apr. 18, 2025) (approving settlement involving per-claimant  
 12 payments between \$212 and \$350); *Manacio v. Sovereign Lending Group Inc.*, 2023 WL  
 13 6389792, at \*4 (W.D. Wash. Oct. 2, 2023) (claimants received \$115); *Vu v. I Care Credit LLC*,  
 14 2022 WL 22871480, at \*10 (C.D. Cal. Nov. 4, 2022) (claimants received \$18.57); *Thomas v.*  
 15 *Dun & Bradstreet Credibility Corp.*, 2017 WL 11633508, at \*2 (C.D. Cal. Mar. 22, 2017)  
 16 (claimants received \$100).

17 Class Counsel negotiated the settlement in the face of real risk. Even though the parties  
 18 settled this case three months before the scheduled trial date, several motions were pending that  
 19 could have dramatically impacted the scope of the case, the evidence available to prove the  
 20 Class's claims, and whether Class members received any relief. While Samson believes he  
 21 would have defeated United's motion to decertify, the risk to the Class was receiving no  
 22 recovery. *See Rodriguez*, 563 F.3d at 966 (recognizing risk to plaintiffs that a district court "may  
 23 decertify a class at any time"). United intended to move to exclude the opinion of Samson's  
 24 expert, and the parties were preparing to file dispositive motions. United likely would have  
 25 moved for summary judgment based on one of its affirmative defenses, asserting that its calls to  
 26 Class members fell within exceptions to the TCPA for emergency health or government  
 27 authorized call, or were made with express consent. *See* Dkt. 266. A loss on one or more of these

1 motions could also have left the Class with no recovery, or significantly impacted the Class's  
2 ability to prove TCPA violations at trial.

3 This settlement avoids these risks and the additional cost of continuing to litigate,  
4 guaranteeing relief to all Class Members who filed valid claims.

5 2. The Settlement Fund will be fairly distributed to Settlement Class Members.

6 "[T]he goal of any distribution method is to get as much of the available damages remedy  
7 to class members as possible and in as simple and expedient a manner as possible." *Paredes*  
8 *Garcia v. Harborstone Credit Union*, 2023 WL 7412842, at \*7 (W.D. Wash. Nov. 9, 2023)  
9 (citation omitted). The proposed method for processing claims "should deter or defeat unjustified  
10 claims, but the court should be alert to whether the claims process is unduly demanding." Fed. R.  
11 Civ. P. 23 advisory committee's note to 2018 amendment. This standard is met. Settlement Class  
12 Members were required to submit a simple Claim Form to receive a Claimant Award. SA § 4.1;  
13 Marr Decl., Ex. B. The Claim Form required Settlement Class Members to provide basic  
14 identifying information and to attest that they received a prerecorded call on a cell phone number  
15 that they owned at the time the allegedly violative call was placed and their signature. *See id.*

16 The processing of claims has been efficient and fair. Settlement Class Members could  
17 submit claims either online or by mail. Some timely claims were deficient because, for example,  
18 they did not include a signature or a cell phone number that was on the class list. Continental  
19 sent a deficiency letter to anyone whose claim form was deficient to give them an opportunity to  
20 correct the deficiency. Marr Decl. ¶24.

21 3. Class Counsel's requested attorneys' fees are reasonable.

22 Under Rule 23(e)(2)(C)(iii), the Court should consider "the terms of any proposed award  
23 of attorney's fees, including timing of payment." Class Counsel request a fee of \$833,333, which  
24 is one-third of the Settlement Fund and is only 24% of Class Counsel's lodestar. In a separate  
25 motion for attorneys' fees, Class Counsel set forth the reasons why this fee is reasonable and  
26 appropriate for their work on behalf of the Class over the past six years. Dkts. 349-350. An  
27 award of one-third of the fund is appropriate where, as here, the settlement is less than \$10

1 million, is a favorable result for the class, and class counsel made a significant investment of  
 2 time and resources, resulting in a lodestar that is less than the requested fee. *See Schmitt v.*  
 3 *Kaiser Found. Health Plan of Wash.*, 2024 WL 1676754, at \*4-5 (W.D. Wash. Apr. 18, 2024)  
 4 (awarding one third of settlement fund that “provides a substantial monetary benefit for the  
 5 Class” where “counsel undertook a significant risk in bringing this class action lawsuit on a  
 6 contingent basis” since it was complex and “heavily litigated” for several years); *see also* Dkt.  
 7 349 at 8 (citing cases).

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. *See In re Bluetooth*, 654 F.3d  
 10 at 946. None are present here. Class Counsel will not receive a disproportionate portion of the  
 11 settlement. *See generally* Dkt. 349. There is no “clear sailing” agreement. United and Class  
 12 Members were free to object to Class Counsel’s fee request. Class Members had access to the fee  
 13 motion on the Settlement Website well before the deadline to object, but no objections were  
 14 made. And there is no “reverter” clause since no amount of the Settlement Fund will be returned  
 15 to United, regardless of the amount of the attorneys’ fee award. SA §§2.3, 4.3, 4.8.

16 4. Other agreements.

17 There are no separate agreements to be disclosed under Rule 23(e)(2)(C)(iv)

18 **D. The settlement treats Settlement Class Members equitably.**

19 To determine whether a settlement treats class members fairly, courts consider whether  
 20 the settlement “improperly grant[s] preferential treatment to class representatives or segments of  
 21 the class.” *Paredes Garcia v. Harborstone Credit Union*, No. C21-5148, 2023 WL 4315117, at  
 22 \*5 (W.D. Wash. July 3, 2023) (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,  
 23 1079 (N.D. Cal. 2007)).

24 The settlement treats all Settlement Class Members the same. They all had the same  
 25 opportunity to file a claim, and Eligible Claimants will all be paid the same amount. SA §4.8.  
 26 The only potential preferential treatment in the Settlement is the service award requested for  
 27 Samson. But service awards “are fairly typical in class action cases,” and recognize the efforts



undertaken on behalf of the class. *Rodriguez*, 563 F.3d at 958-59. Samson’s contributions to the litigation are discussed in the fee motion. Dkt. 349 at 11-12. This factor favors approval.

**E. The Settlement Class has reacted positively.**

“The absence of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.” *Clarkson v. Alaska Airlines, Inc.*, 2025 WL 243024, at \*6 (E.D. Wash. Jan. 15, 2025). No Class Members objected to the settlement and only one person requested exclusion. Marr Decl. ¶¶21-22.

By contrast, at least 824 Settlement Class Members—approximately 6.86%—chose to participate in the settlement and have submitted valid claims, a number that may increase following the deficiency process. This factor favors approval. *See, e.g., Tuttle v. Audiophile Music Direct, Inc.*, 2023 WL 8891575, at \*12 (W.D. Wash. Dec. 26, 2023) (approving settlement with overall 2.4% claims rate and 3.8% claims rate among class members who received direct notice, and citing cases where settlements with much lower claims rates were approved); *see also In re California Pizza Kitchen*, 129 F.4th at 678 (affirming approval of claims-made settlement with 1.8% claims rate and noting that “redemption rates are typically very low because most class members do not bother jumping through the hoops to submit a claim”); Murray Decl., Ex. 1 at 11 (*Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, an FTC Staff Report, Sept. 2019).

**F. The notice plan satisfied Rule 23 and due process.**

Rule 23(e)(1) requires the Court to “direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court, which “may be by one or more of the following: United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2)(B). To comply with due process, notice must be “the best notice practicable under the circumstances, including



individual notice to all members who can be identified through reasonable effort.” *Amchem Prods. v. Windsor*, 521 U.S. 591, 617 (1997).

The notice plan the Court approved consisted of direct notice by U.S. mail and email, supplemented with online publication notice. The email and postcard notices reached 94% of the 9,499 Class Members for whom Continental was able to find a name, address, or both, and 75% of the 12,012 Settlement Class Members. Marr Decl. ¶20. Online publication notice on the Google Display Network, Facebook, and Instagram from February 14 to April 15, 2025 generated 6,806,730 impressions and 4,371 clicks. *Id.* ¶19. The notice plan was reasonably calculated to apprise interested parties of the pendency of this action and to afford them the opportunity to object, *see* Fed. R. Civ. P. 23(e), and satisfies due process. *See Roes 102 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1045 (9th Cir. 2019).

**G. The Settlement Class should be finally certified.**

In its Preliminary Approval Order, the Court conditionally certified the Settlement Class under Federal Rule of Civil Procedure 23(a) and (b)(3). Dkt. 347. The requirements for certification remain satisfied. For all of the reasons set forth in the Court’s Preliminary Approval Order, Dkt. 347, and Plaintiffs’ Motion for Preliminary Approval, Dkt. 345 at 3:1-4:11, the Court should finally certify the Settlement Class.

**H. The requested fees, costs, and service payment should be approved.**

Not one Settlement Class Member objected to Class Counsel’s request for reasonable attorneys’ fees, and a service award to Samson. For the reasons set forth in Samson’s Motion for Attorneys’ Fees, Costs, and Service Award, Dkt. 349, Class Counsel request that the Court grant their request for \$833,333 in attorneys’ fees and reimbursement of \$417,003 in costs, and a service payment of \$20,000 in recognition of Samson’s service to the Settlement Class.

**IV. CONCLUSION**

For the foregoing reasons, Samson requests that the Court grant final approval of the Settlement, direct that all late but otherwise valid claims be accepted, finally certify the

1 Settlement Class, award his counsel \$833,333 in attorneys' fees and \$417,003 in litigation costs,  
2 approve a service award of \$20,000, and approve payment of administration expenses.

3 RESPECTFULLY SUBMITTED AND DATED this 15th day of May, 2025.

4 TERRELL MARSHALL LAW GROUP PLLC

5 I certify that this memorandum contains 4,169  
6 words, in compliance with the Local Civil Rules.

7 By: /s/ Jennifer Rust Murray #36983

8 Beth E. Terrell, WSBA #26759

9 Email: bterrell@terrellmarshall.com

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200 Barr Harbor Drive, Suite 400

25 Conshohocken, Pennsylvania 19428

26 Telephone: (610) 477-8380

27 *Class Counsel*

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

FRANTZ SAMSON, a Washington resident,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

UNITEDHEALTHCARE SERVICES, INC.,

Defendant.

Case No. 2:19-cv-00175-MJP

**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 United HealthCare Services, Inc. (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 June 20, 2025 the Court held a Final Approval Hearing, at which time the Parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received no objections regarding 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

1 under the circumstances, including the dissemination of individual notice to all Settlement Class  
2 Members who can be identified through reasonable effort; and satisfies Rule 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 parties and that all members  
6 of the Settlement Class have standing under Article III of the United States Constitution because  
7 a person’s receipt of prerecorded telephone call sent without the recipient’s prior express consent  
8 intrudes upon privacy and is an injury for purposes of Article III. *See Van Patten v. Vertical Fitness*  
9 *Group, LLC*, 874 F.3d 1037 (9th Cir. 2017).

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

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

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

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

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

22 10. The Court finds that it is in the best interests of the Parties and the Settlement Class  
23 and consistent with principles of judicial economy that any dispute between any Settlement Class  
24 Member (including any dispute as to whether any person is a Settlement Class Member) and any  
25 Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement  
26 or the Final Judgment and Order should be presented exclusively to this Court for resolution by  
27 this Court.

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

2 11. This action is a class action against Defendant on behalf a class of persons defined  
3 as follows (the "Settlement Class"): All persons residing within the United States who, between  
4 January 9, 2015, and January 9, 2019, received a non-emergency telephone call(s) placed using  
5 either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement  
6 Non-Licensed Retention Team, the Community and State National Retention Team or the  
7 Medicare and Retirement Collections Team, to a cellular phone through the use of an artificial or  
8 prerecorded voice, and who was not a UnitedHealthcare member or a third party authorized to  
9 receive calls on a member's behalf at the time of the call. The Settlement Class does not include  
10 Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or  
11 former directors, officers, counsel, and their immediate families. The Settlement Class also does  
12 not include any person who validly requests exclusion from it.

13 12. The Court finds that the Settlement Class satisfies all of the requirements of  
14 Federal Rule of Civil Procedure 23(a) and (b)(3) as set forth in its earlier orders granting class  
15 certification and preliminary approval in this matter.

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

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

23 15. As agreed by the parties in the Settlement Agreement, upon Final Approval, each  
24 Settlement Class Member is enjoined and permanently barred from instituting, maintaining, or  
25 prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims.

26 16. Upon consideration of Class Counsel's application for fees and costs and other  
27 expenses, the Court awards \$ as reasonable attorneys' fees and

1 \$ as reimbursement for reasonable out-of-pocket expenses, which shall be paid  
2 from the Settlement Fund.

3 17. Upon consideration of the application for approval of a service award, Class  
4 Representative Frantz Samson is awarded the sum of \$ , for the service he has performed  
5 for and on behalf of the Settlement Class.

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

8 19. The Court overrules any objections to the settlement. After carefully considering  
9 each objection, the Court concludes that none of the objections create questions as to whether the  
10 settlement is fair, reasonable, and adequate.

11 20. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be  
12 construed or used as an admission or concession by or against Defendant or any of the Released  
13 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released  
14 Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims  
15 in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties.  
16 The final approval of the Settlement Agreement does not constitute any opinion, position, or  
17 determination of this Court, one way or the other, as to the merits of the claims and defenses of  
18 the Class Representative, Settlement Class Members, or Defendant.

19 21. Without affecting the finality of this judgment, the Court hereby reserves and  
20 retains jurisdiction over this settlement, including the administration and consummation of the  
21 settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive  
22 jurisdiction over Defendant and each member of the Settlement Class for any suit, action,  
23 proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the  
24 applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any  
25 dispute concerning the Settlement Agreement, including, but not limited to, any suit, action,  
26 arbitration, or other proceeding by a Settlement Class Member in which the provisions of the  
27 Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action

1 or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or  
2 relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent  
3 possible under applicable law, the Parties hereto and all Settlement Class Members are hereby  
4 deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or  
5 otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that  
6 this Court is, in any way, an improper venue or an inconvenient forum.

7 22. This action is hereby dismissed on the merits, in its entirety, with prejudice and  
8 without costs.

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

11 24. The person listed in the Declaration of Charles Marr Re: Requests for Exclusion  
12 & Objections (Dkt. 352) has validly excluded himself from the Settlement Class in accordance  
13 with the provisions of the Settlement Agreement and Preliminary Approval Order and is thus  
14 excluded from the terms of this Order. Further, because the settlement is being reached as a  
15 compromise to resolve this litigation, including before a final determination of the merits of any  
16 issue in this case, the person listed in Dkt. 352 may not invoke the doctrines of *res judicata*,  
17 collateral estoppel, or any state law equivalents to those doctrines in connection with any further  
18 litigation against Defendant in connection with the claims settled by the Settlement Class.

19 **IT IS SO ORDERED.**

20  
21 Dated:

22 MARSHA J. PECHMAN  
23 UNITED STATES DISTRICT JUDGE  
24  
25  
26  
27

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

FRANTZ SAMSON, a Washington resident,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

UNITEDHEALTHCARE SERVICES, INC.,

Defendant.

Case No. 2:19-cv-00175-MJP

**DECLARATION OF ENNIFER  
RUST MURRA IN SUPPORT OF  
PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL  
OF SETTLEMENT**

I, Jennifer Rust Murray, declare as follows:

1. I am a member of the law firm of Terrell Marshall Law Group PLLC and co-counsel of record for Plaintiff in this matter. I am admitted to practice before this Court and am a member in good standing of the bar of the states of Washington and Oregon. I respectfully submit this declaration in support of Plaintiff's Motion for Final Approval of Settlement. 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. AARP Foundation's mission is to stop poverty in older adults. AARP Foundation also provides resources for consumers, including information on how to report and stop illegal robocalls. See <https://help.aarp.org/s/article/stop-robocalls>.

DECLARATION OF JENNIFER RUST MURRAY  
IN SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL OF  
SETTLEMENT - 1

Case No. 2:19-cv-00175-MJP

TERRELL MARSHALL LAW GROUP PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.319.5450  
[www.terrellmarshall.com](http://www.terrellmarshall.com)



3. On March 14, 2025, which was the day we filed our fee petition, I emailed the Settlement Administrator asking them to post the ECF-stamped fee petition and supporting documents on the case website. I received an email on March 15, 2025 from the Settlement Administrator informing me that the documents had been added to the website.

4. My co-counsel and I strongly support the settlement and believe it is in the best interest of the Settlement Class as a whole.

5. I understand that 42 otherwise-valid claim forms were submitted after the deadline to submit claims. I believe that these claims as well as any corrected deficient claims should be approved. That result ensures that more money gets into the hands of Settlement Class Members. I understand that the Settlement Administrator will update the Court on the total number of valid claims after the deficiency process is complete.

6. Attached as **Exhibit** to this declaration is a true and correct copy of excerpts from a report called *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, an FTC Staff Report, dated September 2019, downloaded on May 14, 2025. The entire document can be found at <https://www.ftc.gov/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns>.

I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct.

EXECUTED at Seattle, Washington and DATED this 15th day of May, 2025.

By: s. Jennifer Rust Murray  
Jennifer Rust Murray, WSBA #36983

DECLARATION OF JENNIFER RUST MURRAY  
IN SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL OF  
SETTLEMENT - 2

Case No. 2:19-cv-00175-MJP

# **EXHIBIT 1**

# Consumers and Class Actions:

A Retrospective and Analysis of  
Settlement Campaigns

**AN FTC STAFF REPORT**

**Federal Trade Commission  
September 2019**



## Chapter 2: Administrator Study

### 2.1 Summary of Results

This analysis represents the first systematic, empirical examination of a broad set of consumer class action cases, and the findings represent the most reliable quantitative descriptions of consumer class action settlements to date. This study reveals several relationships between aspects of the class action cases in the sample, such as claims rates, notice types, check cashing rates, and redress amounts. Specifically, the study found:

- *Overall Claims Rate:* Across all cases in our sample requiring a claims process, the median calculated claims rate was 9%, and the weighted mean (*i.e.*, cases weighted by the number of notice recipients) was 4%. We calculated these claims rates as a percentage of direct notice recipients.
- *Claims Rates by Method:* The claims rates varied by method. On average, campaigns that primarily used notice packets with claim forms to inform class members about the settlement had claims rates of approximately 10%.<sup>26</sup> In contrast, the average claims rate for campaigns using primarily postcards and email was about 6% and 3%, respectively. Notably, campaigns that utilized postcard notices with a detachable claim form had average claims rates more in line with the 10% notice packet claims rate.
- *Approval, Objection, and Exclusion Rates:* The vast majority (86%) of submitted claims in our sample received approval (*i.e.*, the claims administrator determined that the consumer qualified for compensation). Objection and exclusion rates were miniscule; only 0.01% of notice recipients excluded themselves from the settlement and 0.0003% objected to the proposed settlement.
- *Publication and Direct Notice:* The use of publication notice along with direct notice does not appear to have a significant relationship with the claims rate in our sample.
- *Compensation Amounts and Check Cashing Rates:* Half of the settlements in our sample provided median compensation of \$69 or more, and a quarter provided median compensation of \$200 or more. There does not appear to be a statistically significant

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<sup>26</sup> Throughout the analysis, averages are represented as weighted means where the weights are assigned based on the size of the denominator. For claims rates, weights are equivalent to the number of notice recipients. See Section 2.3 for further details.

relationship between median compensation and claims rates, but there is a statistically significant relationship between median compensation and check cashing rates.<sup>27</sup> For cases in our sample that required a claims process, the average check cashing rate was 77%.

- *Notice and Claim Form Language:* In a supplementary examination of qualitative notice and claim form characteristics, we found that visually prominent, plain English language describing payment availability has a significant relationship with the claims rate. Conversely, we did not find a statistically significant relationship between other notice and claim form characteristics, such as form length and documentation requirements, and the claims rate.

## 2.2 Data Collection

We assembled the dataset with subpoenaed data from seven of the nation's largest class action administrators.<sup>28</sup> We identified the seven administrators using FTC's experience with consumer redress, a review of class action aggregator websites, and consideration of hundreds of class action settlement websites. The submittals included data for the ten largest settlements (gauged by number of notices) from each administrator, in the years 2013, 2014, and 2015. We asked administrators to provide data only from Rule 23(b)(3) class actions that used a claims process, provided direct mailed or emailed notice to at least some class members, and involved consumer issues.<sup>29</sup>

We worked closely with each administrator to understand their unique data and caseload limitations. If an administrator's caseload fell short of ten consumer cases in any of the specified years, we instructed the administrator to supplement their initial production with cases from adjacent years, direct payment cases, and state cases involving consumer issues similar to those covered by federal statutes. The inclusion of these additional cases enabled us to assemble a sufficiently large dataset to allow for statistical analyses while remaining representative of consumer class action settlements.

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<sup>27</sup> We conduct all statistical significance testing at  $p < .05$  using a two-tailed t-test, unless otherwise noted.

<sup>28</sup> To obtain this information, the Commission issued orders pursuant to Section 6(b) of the FTC Act seeking specific class action-related information from the administrators. See Appendix A: FTC 6(b) Order.

<sup>29</sup> For purposes of this study, we asked the administrators to define "class actions involving consumer issues" as any class action involving federal or state laws prohibiting (1) unfair or deceptive acts or practices in consumer transactions; (2) consumer credit or leasing (including debt collection, credit reporting, and loan servicing); (3) consumer privacy; or (4) common law fraud pertaining to the sale of goods or services.

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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

FRANTZ SAMSON, a Washington resident,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

Case No. 2:19-cv-00175-MJP

v.

UNITEDHEALTHCARE SERVICES, INC.,  
Defendant.

**DECLARATION OF CHARLES MARR  
IN CONNECTION WITH SETTLEMENT NOTICE DISSEMINATION**

I, CHARLES MARR, declare the following to be true and correct:

1. I am the Director of Client Services at Continental DataLogix LLC (“Continental”), which was appointed to aid in giving notice to potential Class Members in the above-captioned matter, and I was responsible for overseeing the dissemination of notices to members of the Class.

2. The Court appointed Continental as Settlement Administrator in its January 15, 2025 Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement and Conditional Certification of Settlement Class, ECF 347.

**CAFA Notice**

3. On December 30, 2024, at the direction of counsel for Defendant United HealthCare Services, Inc., 57 CAFA Notice Packages were sent to federal and state officials. *See* January 6, 2025 Declaration of Frank Barkan on Implementation of CAFA Notice.

**Settlement Website**

4. Pursuant to paragraph 3.3.2 of the Settlement Agreement, Continental created an informational Settlement Website, [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). The Settlement Website provides Settlement Class Members with the ability to submit a Claim Form online, send email

inquiries, and contains the following:

- Class Action Complaint
- Motion for Preliminary Approval
- Settlement Agreement
- Preliminary Approval Order
- Long Form Settlement Notice
- Claim Form
- Plaintiff's Motion for Attorney's Fees, Costs, and Service Award
- Contact Information
- Important Dates

### **Settlement Class Member Communications**

5. Continental established the phone number, (833) 215-8289, for Settlement Class Members to call with questions. As of the close of business on May 13, 2025, Continental has received 295 telephone inquiries.

6. Continental established the email address, questions@UnitedTCPAclassaction.com, for Settlement Class Members to email with questions. As of the close of business on May 13, 2025, Continental has received 1,165 email inquiries and responded as appropriate.

7. As of the close of business on May 13, 2025, Continental received and fulfilled 59 requests for Claim Forms.

### **Settlement Class Data**

8. Class Counsel provided Continental with data pertaining to 12,012 unique phone numbers that Continental understands comprise the Settlement Class. This data included (a) the telephone numbers themselves, (b) call dates, (c) names associated with the telephone numbers as of the dates of the calls, if available, and (d) mailing addresses associated with the name and telephone numbers, if available. For 2,513 phone numbers, neither a name nor an address was

1 available.<sup>1</sup> The remaining 9,499 telephone numbers (“Identified Settlement Class Member Phone  
2 Numbers”) were compiled into a list along with the associated names, addresses, and call dates  
3 and loaded into the Settlement Class database. Some Identified Settlement Class Member Phone  
4 Numbers had multiple names associated with the telephone number resulting in 13,256 names in  
5 the Settlement Class database pertaining to the 9,499 Identified Settlement Class Member Phone  
6 Numbers. 469 Identified Settlement Class Member Phone Numbers did not have an associated  
7 mailing address. 1,928 Identified Settlement Class Member Phone Numbers had multiple mailing  
8 addresses, and those addresses were retained for remailing purposes if the initial postcard or email  
9 was undeliverable.  
10

11 **Direct Email Notice**

12 9. Continental submitted the Settlement Class database for industry standard email  
13 append research to identify a valid email address associated with the records. Continental located  
14 at least one email address for 7,732 of the 9,499 Identified Settlement Class Member Phone  
15 Numbers.  
16

17 10. Pursuant to paragraph 3.3.4 of the Settlement Agreement, on February 14, 2025,  
18 Continental arranged for 10,375 Email Notices (“Exhibit A”) to be emailed to the Settlement Class  
19 Members with a valid email address in the Settlement Class database. 1,923 of the Email Notices  
20 were returned as undeliverable. 6,647 of the 9,499 Identified Settlement Class Member Phone  
21 Numbers were sent an Email Notice that was not returned as undeliverable.  
22

23 **Direct Postcard Notice**

24 11. In preparation for mailing postcard versions of the Settlement Notice, Continental  
25

26 \_\_\_\_\_  
27 <sup>1</sup> My understanding is that Class Counsel, and their expert, in addition to industry standard reverse-phone number  
28 lookups, also subpoenaed records from phone providers.



1 processed mailing addresses associated with the Identified Settlement Class Members through the  
2 United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The  
3 NCOA process provided updated addresses for Settlement Class Members who have submitted a  
4 change of address with the USPS in the last 48 months, and the process also standardized the  
5 addresses for mailing. Continental then prepared a mail file of Settlement Class Members that were  
6 to receive the notices via First Class Mail.  
7

8 12. Pursuant to paragraph 3.3.5 of the Settlement Agreement, on February 14, 2025,  
9 Continental arranged for 3,461 Postcard Notices ("Exhibit B") to be mailed via USPS First Class  
10 Mail, postage prepaid, to the Settlement Class Members for whom an email address was not  
11 available and a postal address was available in the Settlement Class database.  
12

13 13. For the undeliverable Email Notices, on February 27, 2025, Continental arranged  
14 for 2,092 Postcard Notices to be sent to the Settlement Class Members with an available mailing  
15 address in the Settlement Class database, and when the record had a secondary mailing address,  
16 Postcard Notices were sent to both addresses.  
17

18 14. As of the close of business on May 13, 2025, Continental received five Postcard  
19 Notices returned by the USPS as undeliverable with a forwarding address and they were promptly  
20 remailed.  
21

22 15. As of the close of business on May 13, 2025, Continental received 1,307 Postcard  
23 Notices returned by the USPS as undeliverable with no forwarding address. After address research,  
24 611 Postcard Notices were remailed to updated addresses. 134 remailed Postcard Notices were  
25 returned as undeliverable again.

26 **Reminder Settlement Notices**  
27

28 16. Pursuant to paragraphs 3.3.4 and 3.3.5 of the Settlement Agreement, beginning on

1 March 25, 2025, at least 14 days before the claim deadline of April 15, 2025, Continental arranged  
2 for Email and Postcard Reminder Notices to be sent to any Settlement Class Members whom had  
3 yet to file a claim. Postcard Reminder Notices were mailed via USPS First Class Mail, postage  
4 prepaid and included a tear-off Claim Form that could be returned, postage prepaid, to file their  
5 claim. Both the Email and Postcard Reminder Notices included the unique claim ID that could be  
6 used to easily file a claim online.  
7

8 17. On March 25, 2025 and a second time on April 8, 2025, Continental arranged for  
9 8,379 Reminder Email Notices (“Exhibit C”) to be sent to Settlement Class Members whom had  
10 not yet filed a claim and had a valid email address in the Settlement Class database. As of May 13,  
11 2025, between the two reminders, 95 of the Reminder Email Notices were returned as  
12 undeliverable. As a result, 6,546 of the 9,499 Identified Settlement Class Member Phone Numbers  
13 were sent two Reminder Email Notices that were not returned as undeliverable.  
14

15 18. On April 1, 2025 Continental arranged for 14,590 Reminder Postcard Notices  
16 (“Exhibit D”) to be sent to Settlement Class Members whom had not yet filed a claim and had an  
17 available mailing address in the Settlement Class database. As of May 13, 2025, 2,302 of the  
18 Reminder Postcard Notices were returned as undeliverable. As a result, 8,225 of the 9,499  
19 Identified Settlement Class Member Phone Numbers were sent a Reminder Postcard Notice that  
20 was not returned as undeliverable.  
21

### 22 **Supplemental Online Publication Notice**

23 19. In addition to the mailed and emailed Settlement Notice, Online Publication  
24 Notices were placed with the Google Display Network, Facebook, and Instagram. This campaign  
25 ran from February 14, 2025 to April 15, 2025 and generated 6,806,730 impressions and 4,371  
26 clicks. Screenshots of the Notices on the various platforms are included as “Exhibit E”.  
27

### **Summary of Notice Efforts**

20. Of the 12,012 unique telephone numbers that comprise the Class List, at least one email or Postcard Notice was not returned as undeliverable for 8,991 of those Settlement Class Members. The direct email and Postcard Notice efforts reached 94% of the 9,499 Identified Settlement Class Member Phone Numbers and 75% of the 12,012 Settlement Class Members. The supplemental Online Publication Notice efforts further extended the reach and notice exposure.

### **Exclusion Requests and Objections**

21. The postmark deadline for requesting exclusion from the Class or filing a written notice of objection was April 15, 2025.

22. As set forth in Continental's April 23, 2025 declaration, and as of the close of business on May 13, 2025, Continental has received one exclusion request and no objections to the Settlement.

### **Claim Form Filing**

23. Settlement Class Members could submit claims through the website, by returning the postage pre-paid postcard mailed to them, or by printing and mailing a paper claim form. The postmark deadline for Settlement Class Members to file a Claim Form was April 15, 2025. As of May 13, 2025, Continental has received a total of 6,237 Claim Forms.

24. Consistent with Sections 4.6 and 4.7 of the Settlement Agreement, Continental has reviewed the submitted Claim Forms. Continental determined that 5,413 Claim Forms were either duplicative of another Claim Form or were not eligible because they did not provide a phone number on the Class List. Continental emailed or mailed a notice of ineligibility to those Claimants with the ability to submit information resolving the ineligibility condition.

25. Following our review of all submitted Claim Forms as well as any responses to

ineligibility notifications, Continental has approved 824 Claim Forms and deemed them Eligible Claimants. Of those Claim Forms, 42 were received after the deadline and I understand that Class Counsel is requesting that the Court to approve those claims.

**Settlement Administration Costs**

26. Continental's initial estimate for administration costs for this matter was \$35,000. At Counsel's request, we sent Reminder Postcard Notices as well as a second round of Reminder Email Notices. Additionally, as the awards are over the threshold for reporting income to the IRS and therefore require a 1099, Counsel requested that we solicit W-9 Forms and send IRS Form 1099's to the Claimants receiving payment. As a result, our total administration costs for this matter are \$55,627.68, as detailed below.

Original Estimate	\$35,000.00
Additional Requested Services – Reminder Postcard Mailing	\$15,883.00
Additional Requested Services – Second Reminder Email	\$1,500.00
Additional Requested Services – W-9 and 1099 Tax Services	\$3,244.68
Total	\$55,627.68

I declare under the penalty of perjury that the foregoing is true and correct. Executed on this 14th day of May 2025.

  
\_\_\_\_\_  
Charles Marr

# Exhibit A

**Charles Marr**

---

**From:** Samson v. United HealthCare Services, Inc. Settlement Administrator  
<questions@UnitedTCPAClassaction.com>  
**Sent:** Tuesday, February 11, 2025 11:45 AM  
**To:** Charles Marr  
**Subject:** Notice of Class Action Settlement – Samson v. United HealthCare Services, Inc.

**Caution:** External Sender

00888888

**Your Claim Number: UHC-AQ5568TF**

**PIN Number: 85748958**

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON**

**CLASS ACTION SETTLEMENT NOTICE**

If you received a prerecorded call from UnitedHealthcare to your cell phone between January 9, 2015 and January 9, 2019 and you were not a UnitedHealthcare member at the time of the call you may be eligible for a class action settlement payment.

**Records from the lawsuit reflect that you may have received such a call.**

**This Settlement Notice Was Authorized by the Court**

Your rights and options are explained in this notice. Please read this notice carefully. Full information regarding the settlement is available at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

You are receiving this notice because you might be a Settlement Class Member in *Samson v. United HealthCare Services, Inc.*, Case No. 2:19-cv-00175-MJP (W.D. Wash.). **The Parties have reached a \$2.5 million settlement and you might be entitled to a payment if the settlement is approved by the Court. Class Counsel estimate that payments could be between \$350 and \$1,000. This is an estimate, the final amount may be more or less depending on the number of claims that are filed. To get a payment you must complete a Claim Form. Instructions for completing the Claim Form can be found at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).**

The lawsuit claims that United HealthCare Services, Inc. (UnitedHealthcare) used an artificial or prerecorded voice to call cell phones without prior express written consent in violation of the Telephone Consumer Protection Act (TCPA). UnitedHealthcare denies any wrongdoing and the Court has not decided whether UnitedHealthcare did anything wrong. UnitedHealthcare has asserted defenses that it believes would be successful at trial. In agreeing to settle, UnitedHealthcare maintains that it complied with the law and does

not admit any wrongdoing. More information is in a detailed Settlement Notice available at the case website [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

#### **Am I a Settlement Class Member?**

You may be a Settlement Class Member if you received one or more prerecorded calls between January 9, 2015, and January 9, 2019, placed using either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team and you were not a UnitedHealthcare member or a third party authorized to receive calls on a member's behalf at the time of the call.

#### **How do I get a payment?**

You must complete a Claim Form by April 15, 2025 to get a payment. The Claim Form is available at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

#### **What if I do nothing?**

If you do nothing, you will stay in the Settlement Class, not receive a payment, and give up your right to bring your own lawsuit about the calls.

#### **What are my other options?**

You can exclude yourself from the Settlement Class and keep any right you may have to sue UnitedHealthcare about the calls in a separate case, or object to the settlement if you disagree with it. You must mail a written statement to the Settlement Administrator postmarked by April 15, 2025 to exclude yourself or object. More information about what to include in your exclusion request or objection is available at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

#### **Who represents me?**

The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC, Francis Mailman Soumilas, P.C., and Shub & Johns LLC to serve as Class Counsel. They will ask to be paid reasonable legal fees of up to \$833,333 and out of pocket costs of \$420,000. They will also request a Service Award of \$20,000 for Frantz Samson. You may object to the requested attorneys' fees, costs, or Service Award. Class Counsel's motion for attorneys' fees and litigation expenses and for a Service Award for the Class Representative will be filed with the Court and posted online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) by March 17, 2025.

#### **When will the Court consider the settlement?**

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 20, 2025, in Courtroom 14229 of the United States District Court for the Western District of Washington in Seattle, 700 Stewart Street, Seattle, WA 98101. At that hearing, the Court will hear any objections concerning the fairness of the settlement, decide whether to approve the requested attorneys' fees and costs, Service Award, and determine whether the settlement should be approved.

**How can I get more information?**

A detailed Settlement Notice and important case documents are at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). You can also speak to Class Counsel by calling (206) 518-6225 or by writing to: Terrell Marshall Law Group PLLC, 936 N. 34th Street, Suite 300, Seattle, WA 98103. You also may call the Settlement Administrator at (833) 215-9289. Do not contact the Court with questions.

Click [here](#) to unsubscribe from future emails regarding the *Samson v. UHC* Settlement



# Exhibit B

Date: (MM/DD/YY)

You are receiving this notice because you might be a Settlement Class Member in *Samson v. United HealthCare Services, Inc.*, Case No. 2:19-cv-00175-MJP (W.D. Wash.). **The Parties have reached a \$2.5 million settlement and you might be entitled to a payment if the settlement is approved by the Court. Class Counsel estimate that payments could be between \$350 and \$1,000. This is an estimate, the final amount may be more or less depending on the number of claims that are filed. To get a payment you must complete a Claim Form.** More information is in a detailed notice available at the case website [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

**Am I a Settlement Class Member?** You may be a Settlement Class Member if you received one or more prerecorded calls between January 9, 2015, and January 9, 2019, placed using either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team and you were not a UnitedHealthcare member or a third party authorized to receive calls on a member's behalf at the time of the call.

**How do I get a payment?** To get a payment you must complete a Claim Form by April 15, 2025. The Claim Form is available at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). Or you can complete and mail the Claim Form attached to this notice.

**What if I do nothing?** If you do nothing, you will stay in the Settlement Class, not receive a payment, and give up your right to bring your own lawsuit about the calls.

**What are my other options?** You can exclude yourself from the Settlement Class and keep any right you may have to sue UnitedHealthcare about the calls in a separate case, or object to the settlement if you disagree with it. You must mail a written statement to the Settlement Administrator postmarked by April 15, 2025 to exclude yourself or object. More information about what to include in your exclusion request or objection is available at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). You can also appear at the Final Fairness Hearing on June 20, 2025 at 10:00 a.m. in Courtroom 14229 of the United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, WA 98101. Any changes will be posted at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

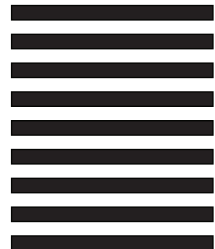
**Who represents me?** The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC, Francis Mailman Soumilas, P.C., and Shub & Johns LLC to serve as Class Counsel. They will ask the Court to be paid reasonable legal fees of \$833,333 and out of pocket costs of \$420,000. They will also request a Service Award of \$20,000 for Frantz Samson. You may object to the attorneys' fees or Service Award requested. Class Counsel's motion for attorneys' fees and litigation expenses and for a Service Award, and all supporting materials, will be filed with the Court and posted online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) by March 17, 2025.

**This Settlement Notice is a summary. Details about the case are on the website: [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). Please do not contact the Court.**

BLIND PERF DOES NOT PRINT



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 52 LANSDALE PA

POSTAGE WILL BE PAID BY ADDRESSEE

SETTLEMENT ADMINISTRATOR  
PO BOX 16  
WEST POINT PA 19486-9901



# Exhibit C

**Charles Marr**

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**From:** Samson v. United HealthCare Services, Inc. Settlement Administrator  
<questions@UnitedTCPAclassaction.com>  
**Sent:** Tuesday, March 25, 2025 9:01 AM  
**To:** Charles Marr  
**Subject:** Notice of Class Action Settlement – Samson v. United HealthCare Services, Inc.

**Caution:** External Sender

00888888

**Your Claim Number: UHC-AQ5568TF**

**PIN Number: 85748958**

**If you received a prerecorded call from UnitedHealthcare to your cell phone between January 9, 2015 and January 9, 2019 and you were not a UnitedHealthcare member at the time of the call you may be eligible for a class action settlement payment between \$350 and \$1,000.**

**Records from the lawsuit reflect that you may have received such a call.**

**This Settlement Notice Was Authorized by the Court**

You previously received notice of a settlement in a class action lawsuit that makes claims against United HealthCare Services, Inc. (UnitedHealthcare) under the Telephone Consumer Protection Act. You have been identified as a potential Settlement Class Member and **to receive a settlement payment you must submit a valid Claim Form by April 15, 2025.**

The Parties have reached a \$2.5 million settlement and you may be entitled to a payment. Class Counsel estimate that payments could be between \$350 and \$1,000. This is only an estimate, the final amount may be more or less, depending on the number of claims filed. You must complete a Claim Form to get a payment.

You may be a Settlement Class Member if you received one or more prerecorded calls between January 9, 2015, and January 9, 2019, placed using either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team and you were not a UnitedHealthcare member or a third party authorized to receive calls on a member's behalf at the time of the call.

If you are a member of the Settlement Class, to obtain a settlement payment if the settlement is approved you must complete a Claim Form by April 15, 2025. You can file your Claim Form online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

For more information visit [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) or call (833) 215-9289.

Click [here](#) to unsubscribe from future emails regarding the *Samson v. UHC* Settlement

# Exhibit D

**COURT ORDERED NOTICE**

*Samson v.  
United HealthCare Services, Inc.*

**Class Action Settlement Notice**

*If you received a prerecorded call from UnitedHealthcare to your cell phone between January 9, 2015 and January 9, 2019 and you were not a UnitedHealthcare member at the time of the call, you may be eligible for a class action settlement payment between \$350 and \$1,000.*

**Claims Deadline  
is April 15, 2025.**

*Samson v. United HealthCare Services, Inc.*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG



NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Claim #: <<Claim #>>

PIN: <<PIN>>

ID #: <<ID #>>

<<FirstName>><<LastName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

<<Country>>

BLIND PERF DOES NOT PRINT

ID #: <<ID #>>

<<FirstName>> <<LastName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

<<Country>>

**CLAIM FORM**

Complete and return this Claim Form by  
**April 15, 2025** to claim your payment.

You may also submit your Claim Form  
online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com)  
using the online portal.

Claim #: <<Claim #>>

PIN: <<PIN>>

First Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Street Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State:

--	--

Zip Code:

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Email Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Current Phone Number:

						-						
--	--	--	--	--	--	---	--	--	--	--	--	--

Cell Phone Number owned or used <<Custom Date>>:

						-						
--	--	--	--	--	--	---	--	--	--	--	--	--

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I attest that the following statement is true (check the box to indicate your agreement):

To the best of my knowledge and belief, <<Custom Date>>, I was not a UnitedHealthcare member, was not authorized to receive calls on behalf of a UnitedHealthcare member, and did not consent to receive calls from UnitedHealthcare.

I declare under penalty of perjury under the laws of the United States of America that the information on this form is true and correct.

--

Signature

--	--	--	--	--	--

Date: (MM/DD/YY)



**REMINDER NOTICE**

You previously received notice of a settlement in a class action against United HealthCare Services, Inc. in the case of *Samson v. United HealthCare Services, Inc.*, Case No. 2:19-cv-00175-MJP (W.D. Wash.). You have been identified as a potential Settlement Class Member and **to receive a settlement payment you must submit a valid Claim Form by April 15, 2025.**

You may be a Settlement Class Member if you received one or more prerecorded calls between January 9, 2015, and January 9, 2019, placed using either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team and you were not a UnitedHealthcare member or a third party authorized to receive calls on a member's behalf at the time of the call. Records from the lawsuit reflect that you may have received such a call.

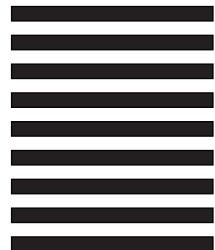
Class Counsel estimate that payments could be between \$350 and \$1,000. This is only an estimate, the final amount may be more or less. You must complete a Claim Form by **April 15, 2025** to get a payment. You can file your Claim Form online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

For more information visit [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) or call (833) 215-9289.

BLIND PERF DOES NOT PRINT



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 52 LANSDALE PA

POSTAGE WILL BE PAID BY ADDRESSEE

SETTLEMENT ADMINISTRATOR  
PO BOX 16  
WEST POINT PA 19486-9901



# Exhibit E

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***Samson v. United HealthCare Services, Inc.***  
**Banner Advertisement**

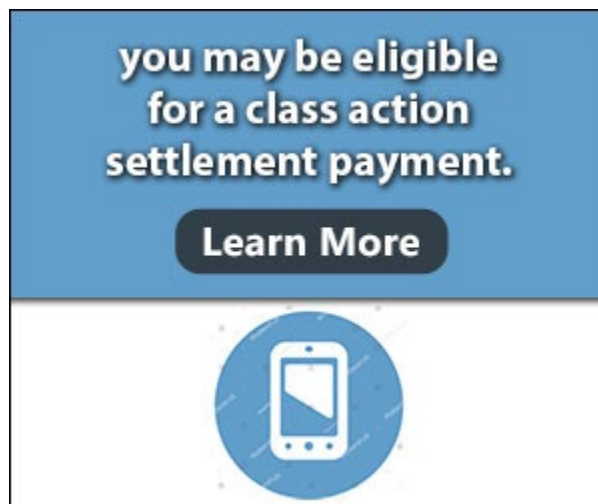
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**300 x 250 Online Display Banner**

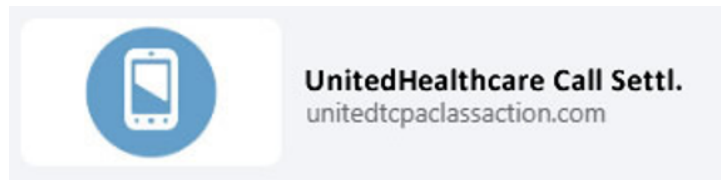
Frame 1 (on screen for 8 seconds):



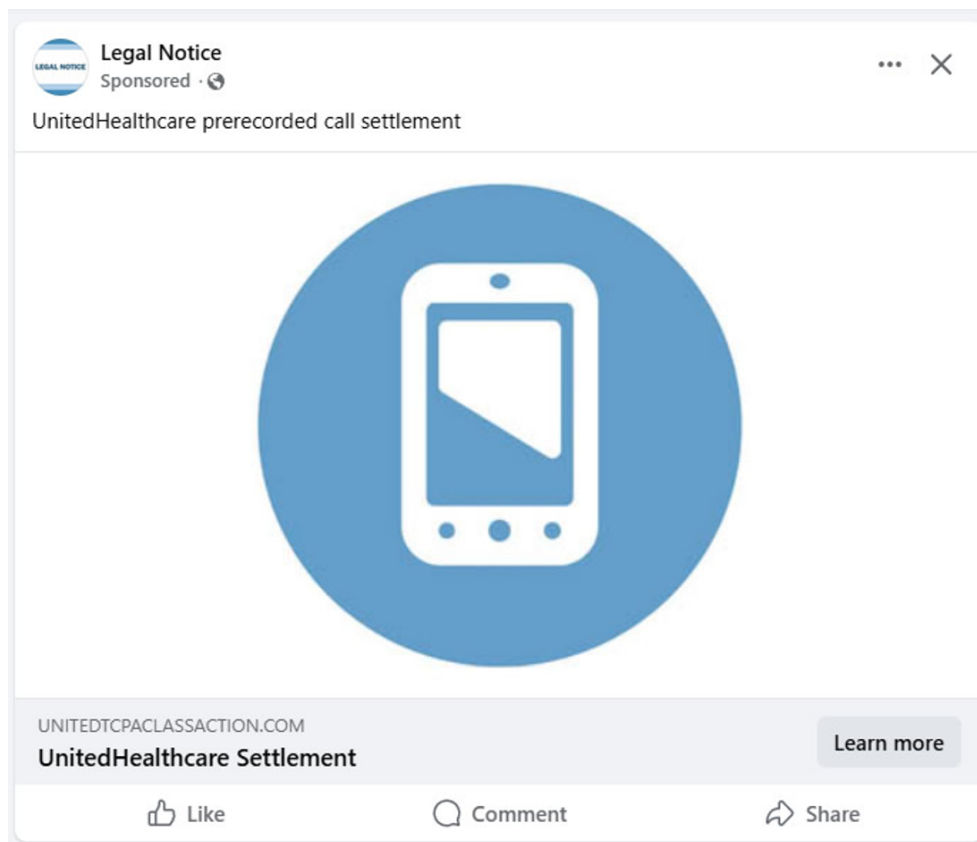
Frame 2 (on screen for 5 seconds):



**Facebook Right Hand Column Banner**  
(Static)



**Facebook Newsfeed Banner**  
(Static)



**Instagram Newsfeed Banner  
(Static)**

