

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 PRELIMINARY  
APPROVAL OF SETTLEMENT**

**NOTED FOR CONSIDERATION:**  
DECEMBER 20, 2024

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## I. INTRODUCTION

Plaintiff Frantz Samson has reached a settlement with Defendant UnitedHealthcare in this class action lawsuit alleging violations of the TCPA. The settlement requires UnitedHealthcare to pay \$2,500,000 to create a non-reversionary common fund that will be used to pay settlement awards to Settlement Class Members who submit claims after deducting any Court-approved settlement administration costs, attorneys' fees and costs, and a service award for Samson. The proposed settlement is an excellent result for the Settlement Class. If the settlement is approved as requested, the net fund amount would amount to more than \$99 per class member.

The settlement requires Class members to make claims in order to ensure that only people who received alleged violation calls are paid from the fund. If 10% of the Class submits a valid claim, Class Counsel estimate that claimants will receive almost \$1,000. If 20% of the Class submits a valid claim, each claimant will receive just under \$500. These potential payments exceed those made in other TCPA settlements that have been approved as fair, adequate, and reasonable. The settlement provides an excellent recovery for claimants given that, at trial, Class members could obtain at most \$500 to \$1,500 per call. 47 U.S.C. § 227(b)(3).

## II. PROCEDURAL HISTORY

Samson filed this case nearly six years ago in January 2019, alleging UnitedHealthcare violated the TCPA by placing non-emergency prerecorded calls without prior express consent. Dkt. 1.

Discovery was hard fought. Samson served six sets of discovery requests and responded to nine. Murray Decl. ¶11. UnitedHealthcare produced over 120,000 pages of documents (including over 1,000 from its expert), over 117,000 call recordings, and 2,605 data files. *Id.* ¶12. Samson was deposed by UnitedHealthcare and took 14 depositions of UnitedHealthcare employees. *Id.* ¶13. Samson's two experts produced five reports and three declarations and were deposed by UnitedHealthcare. UnitedHealthcare's two experts produced two reports and two declarations and Samson deposed one of them. *Id.* ¶14.

1 The parties briefed eight motions. Murray Decl. ¶15. UnitedHealthcare filed two motions  
 2 to stay. The Court denied the first motion (Dkt. 41), but granted UnitedHealthcare's second  
 3 motion pursuant to the first-to-file rule and work halted for two years. Dkt. 153.

4 Before the case was stayed, the parties briefed class certification. The Court lifted the  
 5 stay on Samson's motion in 2022 and Samson renewed his class certification motion. Dkt. 172-  
 6 178. UnitedHealthcare countered with a renewed motion to dismiss under the first-to-file rule,  
 7 which the Court denied. Dkt. 181-182, 189, 239. Following full briefing, including  
 8 UnitedHealthcare's sur-reply, and a lengthy hearing, the Court granted the class certification  
 9 motion, certifying Wrong Number and DNC Classes. Dkt. 191-218, 226-230, 234, 261, 266.  
 10 UnitedHealthcare filed a Rule 23(f) petition asking the Ninth Circuit for permission to appeal the  
 11 class certification order, which Samson opposed and the Ninth Circuit denied. Dkt. 282.

12 UnitedHealthcare continued its vigorous defense after the Rule 23(f) petition was denied.  
 13 UnitedHealthcare challenged Samson's notice plan; and unsuccessfully moved to dismiss the  
 14 claims of non-Washington class members for lack of personal jurisdiction. Dkt. 294-295.  
 15 Samson served subpoenas on wireless carriers, moving to enforce as needed. *See, e.g.*, Dkt. 288,  
 16 293, 299. UnitedHealthcare produced tens of thousands of call recordings and identified new  
 17 potential trial witnesses. Samson deposed those witnesses and two additional UnitedHealthcare  
 18 employees. Dkt. 331 ¶¶ 2-3. UnitedHealthcare moved to decertify the Classes. Dkt. 311. Samson  
 19 agreed the DNC Class could be decertified, but opposed decertification of the Wrong Number  
 20 Class. Dkt. 330.

21 The parties mediated twice with well-respected mediator Lou Peterson, but were  
 22 unsuccessful. Murray Decl. ¶16. After Samson responded to UnitedHealthcare's decertification  
 23 motion, the parties worked with Mr. Peterson again and negotiated the proposed settlement. *Id.*

### 24 III. THE SETTLEMENT TERMS

25 The complete settlement terms are in the Settlement Agreement attached as Exhibit 1 to  
 26 the Murray Declaration.

1 **A. The Settlement Class**

2 The Settlement Agreement defines the Settlement Class as:

3 All persons residing within the United States who, between January  
4 9, 2015, and January 9, 2019, received a non-emergency telephone  
5 call(s) placed using either the Avaya Pro Contact or LiveVox IVR  
6 dialing systems from the Medicare and Retirement Non-Licensed  
7 Retention Team, the Community and State National Retention Team  
8 or the Medicare and Retirement Collections Team, to a cellular  
9 phone through the use of an artificial or prerecorded voice, and who  
10 was not a UnitedHealthcare member or a third party authorized to  
11 receive calls on a member's behalf at the time of the call.

12 There are two differences between the Settlement Class and the certified Wrong Number  
13 Class. First, unlike the Wrong Number Class, membership in the Settlement Class does not turn  
14 on whether Defendant's records show that the Settlement Class member was not a  
15 UnitedHealthcare member at the time of the allegedly violative call. *Compare* Dkt. 266 at 30:5-9  
16 with Murray Decl., Ex. 1 at Paragraph 1.14 (omitting the phrase "according to Defendant's  
17 records"). A person is a Settlement Class member if the person received calls and was not a  
18 UnitedHealthcare member at the time of the calls. Second, unlike the Wrong Number Class, third  
19 parties authorized to receive calls on behalf of members are not Settlement Class members. *See*  
20 *id.*

21 The revised Settlement Class definition reflects the class Samson's expert identified in  
22 connection with Samson's decertification opposition. *See* Dkt. 332 (identifying Wrong Number  
23 Class members based not just on whether Defendant's records showed a call after a "WN"  
24 indicator, but on other criteria as well).

25 Rule 23's requirements remain satisfied.<sup>1</sup> Numerosity is satisfied because the Settlement  
26 Class contains over 12,000 individuals. *A. B. v. Hawaii State Dep't of Educ.*, 30 F.4th 828, 836–  
27 37 (9th Cir. 2022). Commonality is satisfied by two significant questions of fact or law: (1)  
whether UnitedHealthcare used a prerecorded voice to make calls to Class members; and

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<sup>1</sup> United agrees this case should be certified for settlement purposes *only*, but if the Settlement Agreement is not approved by this Court, United's decertification motion would move forward consistent with the terms of the Settlement Agreement.



(2) whether UnitedHealthcare is liable for calls made to wrong or reassigned numbers. Dkt. 266 at 10. Samson is a typical and adequate representative, as his claims arise from the same course of conduct and are based on the same legal theories as all Class members, he has no conflicts of interest with any Class members, and he and his counsel remain committed to pursuing the litigation on behalf of the class. *Id.* at 10-16; Murray Decl. ¶ 17. Common issues predominate because common evidence, including UnitedHealthcare's business records, records obtained from third parties, and Samson's expert's testimony, will be used to prove Samson's claims. *Lytle v. Nutramax Labs., Inc.*, 114 F. 4th 1011 (9th Cir. 2024); *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 666–67 (9th Cir. 2022). And a class action remains superior to thousands of individual TCPA actions. *See Kraukauer v. Dish Network*, 925 F.3d 643, 656 (4th Cir. 2019), *cert. denied*, 140 S. Ct. 676 (2019).

## **B. The Settlement Fund**

UnitedHealthcare agrees to pay \$2.5 million into a non-reversionary Settlement Fund. The Settlement Fund will be used to pay Court-approved attorneys' fees and costs, a service award to Samson, and settlement administration costs. The balance of the Settlement Fund will be paid to Settlement Class Members who submit valid claims. SA ¶1.20.

### **1. Claimant Awards**

To receive a payment, Settlement Class Members must submit a Claim Form either electronically through the Settlement Website or by mail. The Postcard Notice will include a detachable Claim Form. SA ¶ 4.4, Ex. A. Settlement Class Members will have at least 60 days from the date the notices are mailed to submit claims. *Id.* The Claim Form requires attestation under penalty of perjury that the Claimant was the regular user of the phone number when the prerecorded call included in the Class List was received and that they were not a UnitedHealthcare member at the time of the call and did not provide prior express written consent to be called. SA ¶4.4.1. If multiple claims are submitted for the same number, the Settlement Administrator will request verification to identify the person who is a class member

1 and has authority to determine which claimant is entitled to payment or find a split of the  
2 payment is warranted. SA ¶4.4.2.

3 If attorneys' fees, costs, a service award, and administration costs are approved as  
4 requested, the net fund available to pay claimants will be approximately \$1,191,667. There are  
5 12,104 telephone numbers on the Class List. If 10% of Settlement Class members submit a  
6 claim, the estimated Claimant Award amount would be \$991.90 ( $\$1,191,666.75 \div 1,201.4 =$   
7  $\$991.90$ ). If 20% submit a claim, the award would be \$495.95 ( $\$1,191,666.75 \div 2,402.8 =$   
8  $\$495.95$ ).

9 The parties propose that any unclaimed funds resulting from uncashed Claimant Awards  
10 be paid in cy pres to the AARP Foundation. SA ¶4.8.

## 11 2. Administration Costs

12 Costs of administering the settlement, including sending notice, processing claims, and  
13 maintaining the Settlement Website, will be paid from the Settlement Fund. SA ¶1.18. The  
14 parties agree that Continental DataLogix LLC (CDL) should be appointed Settlement  
15 Administrator. SA ¶1.19. CDL has agreed to cap its costs at \$35,000.

## 16 3. Attorneys' Fees and Costs

17 Class Counsel will move for Court approval of an award of attorneys' fees and costs at  
18 least 30 days before the end of the period for claims or objections so that Class members may  
19 object. SA ¶2.3. UnitedHealthcare may also object to the request. *Id.* (no prohibition on  
20 UnitedHealthcare opposing Class Counsel's request). Class Counsel intend to request an award  
21 of \$833,333, which is one third (33⅓%) of the Settlement Fund, but is far less than their lodestar.  
22 Murray Decl. ¶18.

## 23 4. Service Award

24 Samson will request a Service Award of \$20,000 from the Settlement Fund. This request  
25 will also be addressed in Class Counsel's motion for an award of attorneys' fees and costs filed  
26 at least 30 days before the end of the period for claims or objections. SA ¶¶1.22, 2.3.

1 UnitedHealthcare is free to object. *Id.* (no prohibition on UnitedHealthcare opposing the  
2 requested Service Award).

### 3 **C. Release**

4 The scope of the release is tailored to all claims arising out of the factual predicate  
5 alleged in the complaint. SA ¶1.12.

### 6 **D. Notice Plan**

7 The Settlement Agreement provides for robust notice to Settlement Class Members. SA  
8 ¶3.3. The names and contact information for Settlement Class Members will be compiled from  
9 wireless carrier responses to subpoenas issued in the case, reverse lookups, and standard industry  
10 practices. SA ¶3.3.1. Direct notice will be provided via email or postcard to every person on the  
11 Class List with either an email or mailing address. SA ¶¶3.3.4, 3.3.5. The Settlement  
12 Administrator will send a reminder email or postcard to encourage Settlement Class Members to  
13 file claims. *Id.*

14 The Settlement Administrator will maintain a publicly available Settlement Website at  
15 the existing class notice site: UnitedTCPAclassaction.com. SA ¶3.3.2. The Settlement  
16 Administrator will also provide Online Publication Notice through banner advertising that meets  
17 industry standards. SA ¶3.3.6.

### 18 **E. Objections and Exclusions**

19 Settlement Class Members may exclude themselves from or object to the settlement at  
20 any time during the claims period. SA ¶¶3.4-3.6. Any person who validly excludes themselves  
21 will not be bound by the release in the Settlement Agreement. SA ¶¶3.5, 3.7, 5.2. Any objections  
22 will be addressed at the Final Approval Hearing. SA ¶3.6.

## 23 **IV. ARGUMENT**

### 24 **A. The proposed settlement should be preliminarily approved.**

25 The Court's role at preliminary approval is to ensure "the agreement is not the product of  
26 fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement,  
27 taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon v. Chrysler Corp.*,

1 150 F.3d 1011, 1027 (9th Cir. 1998) (citation omitted); *see also In re Online DVD-Rental*  
 2 *Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).

3 Rule 23(e)(2) instructs courts to consider whether (A) the class representatives and their  
 4 counsel have adequately represented the class; (B) the proposal was negotiated at arm's length;  
 5 (C) the relief provided by the settlement is adequate, taking into account: (i) the costs, risks, and  
 6 delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief  
 7 including the method of processing class-member claims, if required; (iii) the terms of any  
 8 proposed award of attorneys' fees, including timing of payment; (iv) any agreement required to  
 9 be identified under Rule 23(e)(3) made in connection with the proposed settlement; and (D) the  
 10 proposal treats class members equitably relative to each other.

11 These factors are similar to those previously identified by the Ninth Circuit: (1) the  
 12 strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further  
 13 litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in  
 14 settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the  
 15 experience and views of counsel; (7) the presence of a governmental participant; and (8) the  
 16 reaction of the class members to the proposed settlement. *In re Bluetooth Headset Prods. Liab.*  
 17 *Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

18 Courts must also scrutinize the settlement for signs of collusion between the parties. *See*  
 19 *Briseño v. Henderson*, 998 F.3d 1014, 1024 (9th Cir. 2021).

20 1. The settlement is the result of arm's-length, non-collusive negotiations.

21 Rule 23(e)(2)(B) requires the court to consider whether the settlement was negotiated at  
 22 arm's length. "Arm's length negotiations conducted by competent counsel constitute *prima facie*  
 23 evidence of fair settlements." *Ikuseghan v. Multicare Health Sys.*, 2016 WL 3976569, at \*3  
 24 (W.D. Wash. July 25, 2016); *Randall v. Integrated Commc'n Serv.*, 2023 WL 5743133, at \*4  
 25 (W.D. Wash. Sept. 6, 2023) ("A proposed class settlement is presumptively fair when reached  
 26 after meaningful discovery, arm's length negotiation, and conducted by capable, experienced  
 27 counsel. The involvement of an experienced mediator also supports a finding of fairness.").

Class Counsel negotiated the settlement with the assistance of an experienced mediator, the benefit of many years of prior experience, and a solid understanding of the facts and law. *See Ruch v. AM Retail Group*, 2016 WL 1161453, at \*11 (N.D. Cal. Mar. 24, 2016) (the “process by which the parties reached their settlement,” which included “formal mediation ... weigh[ed] in favor of preliminary approval”); Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendment (“the involvement of a neutral or court-affiliated mediator or facilitator in [settlement] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests”); Murray Decl. ¶¶2-16; *see also* Dkt. 174, 175 (describing Class Counsel’s experience).

None of the “red flags” that the Ninth Circuit says may suggest plaintiffs’ counsel allowed pursuit of their own self-interest to infect settlement negotiations exist here. *See In re Hyundai and Kia Fuel Econ. Litig.*, 926 F.3d 539, 569 (9th Cir. 2019). Class Counsel are not receiving a disproportionate portion of the settlement, there is no “clear sailing” agreement—UnitedHealthcare is free to object to the requested fee—and the settlement is non-reversionary. If the Court does not approve attorneys’ fees or service award requested, the impacted funds do not revert to UnitedHealthcare, but instead will be distributed to Class Members who submit claims. SA ¶¶.21 (non-reversionary fund), 4.3 (fees paid from non-reversionary fund in amount approved by the Court).

2. The relief provided by the settlement is adequate considering the strength of Samson’s case and the risks of continued litigation.

UnitedHealthcare’s agreement to pay \$2,500,000 to settle this case is more than adequate given the risks and delay of continued litigation. The settlement Notices estimate payments of \$350-\$1,000, which far exceed similar settlements approved by other courts. *See, e.g., Steinfeld v. Discover Fin. Servs.*, No. C 12-01118, Dkt. No. 96 at ¶ 6 (N.D. Cal. Mar. 10, 2014) (claimants received \$46.98); *Kramer v. Autobytel, Inc.*, et al., No. 10-cv-2722, Dkt. 148 (N.D. Cal. 2012) (approving TCPA settlement providing for a cash payment of \$100 to each class member); *Estrada v. iYogi, Inc.*, No. 2:13–01989 WBS CKD, 2015 WL 5895942, at \*7 (E.D. Cal. Oct. 6,

2015) (granting preliminary approval to TCPA settlement where class members estimated to receive \$40); *In re Capital One Tel. Consumer Prot. Act Litig. (In re Capital One)*, 80 F. Supp. 3d 781, 787 (N.D. Ill. 2015) (approving settlement where each class member received \$34.60 per claimant). The payments may be even higher if fewer than 10% of Class members submit claims.

Samson is confident in his case but pragmatic about the risks of litigation. UnitedHealthcare's motion to decertify was pending when the parties negotiated this settlement, and trial was fast approaching. UnitedHealthcare intended to move to exclude Samson's expert's opinion, which, if granted, would impact Samson's ability to prove UnitedHealthcare's liability. UnitedHealthcare asserted several defenses throughout the litigation, including its express consent defense and contention that exceptions to the TCPA for emergency health or government authorized calls applied. *See* Dkt. 266. Samson believes he would prevail on these motions and overcome UnitedHealthcare's defenses at trial but acknowledges they present significant risk. That interpretations of the TCPA are ever-evolving and notoriously unpredictable injects further uncertainty into the outcome.

Moreover, litigating this case to trial and through any appeals would be expensive, time-consuming, and risky. In two recent TCPA cases a certified class prevailed at trial but had to weather lengthy appeals. *See Krakauer v. DISH Network*, 925 F.3d 643 (4th Cir. 2019) (affirming judgment for Class); *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109 (9th Cir. 2022) (vacating judgment on due process grounds and remanding for further proceedings). This settlement, by contrast, provides prompt and certain relief. *See Nat'l Rural Telecommc'ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) ("The Court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.").

### 3. The settlement will be fairly distributed to Settlement Class Members.

The funds will be allocated to Settlement Class Members in a manner that is fair and reasonable. Each Settlement Class Member who submits a valid claim will receive the same amount. SA ¶4.8.

1           4.       Class Counsel will request approval of a fair and reasonable fee.

2           Class Counsel will seek payment of attorneys' fees of \$833,333, which is one third of the  
3 common fund. This amount is intended to compensate Class Counsel for the work performed on  
4 behalf of the Settlement Class. District courts have discretion to use either the percentage-of-the-  
5 fund or the lodestar method to calculate a reasonable attorneys' fee from a common fund  
6 established by a class action settlement. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th  
7 Cir. 2002) Class Counsel's requested fee is reasonable under either approach. *See Bluetooth*, 654  
8 F.3d at 941 (requiring any attorneys' fee award be reasonable).

9           In Ninth Circuit common fund cases, the "benchmark" award is 25 percent of the  
10 recovery obtained. *See, e.g., Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). But  
11 courts may adjust this figure upwards if the record shows "special circumstances justifying the  
12 departure." *In re Bluetooth*, 654 F.3d at 942. Counsel are requesting one-third of the common  
13 fund in light of the results achieved, the risks involved in the litigation, the skill required and  
14 quality of work by counsel, the contingent nature of the fee, and the lodestar crosscheck, which  
15 will show a negative multiplier. Murray Decl. ¶17. Courts have awarded one-third of the fund in  
16 similar circumstances. *See, e.g., Schmitt v. Kaiser Found. Health Plan of Wash.*, 2024 WL  
17 1676754, at \*4-5 (W.D. Wash. Apr. 18, 2024) (awarding fee of one third of settlement fund,  
18 which was less than lodestar, where settlement "provides a substantial monetary benefit for the  
19 Class" and "counsel undertook a significant risk in bringing this class action lawsuit on a  
20 contingent basis" since it was complex and "heavily litigated" for several years).

21           Class Counsel have also incurred nearly \$420,000 in out-of-pocket expenses. Murray  
22 Decl. ¶¶19-20. These expenses include filing fees, expert witness fees, copying and mailing  
23 expenses, computer legal research expenses, and court reporter fees, all of which were necessary  
24 to secure the resolution of this litigation. *Id.*; *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).  
25 Thus, reimbursement is reasonable.

26           Class Counsel will file a motion for attorneys' fees within sixty days after the Court  
27 enters a preliminary approval order, and the motion will be posted on the Settlement Website



thirty days before the deadline for class members to opt-out of or object to the settlement. Fed. R. Civ. P. 23(h); *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 994 (9th Cir. 2010). In that motion, Class Counsel will explain in detail why their requested fee is reasonable and Settlement Class Members will have a reasonable opportunity to respond.

5. The reaction of Settlement Class Members to the proposed settlement.

Settlement Class Members have not yet had an opportunity to react to the proposed settlement because notice has not yet gone out. Samson will provide the Court with information about their reaction in the motion for final approval of the settlement.

**B. The Notice Plan complies with Rule 23(e) 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. Fed. R. Civ. P. 23(e)(1). 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. Fed. R. Civ. P. 23(c)(2)(B). Under Rule 23(c)(2)(B) “notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” 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 Settlement Agreement’s notice plan satisfies these requirements.

The Settlement Agreement requires notice to be sent via mail or email (where available) to Settlement Class Members using address information from wireless carrier subpoena responses, reverse lookups, and other tools and only after the administrator performs address updates and verifications. SA ¶3.3. The Settlement Administrator will establish a toll-free number that Settlement Class Members can call for more information. *Id.* ¶3.3.3.

In addition to direct notice, the Settlement Administrator will maintain a Settlement Website that will display the complaint, Postcard Notice, Long Form Notice, Settlement Agreement, the Claim Form, Preliminary Approval Order, Class Counsel’s Motion for Attorneys’ Fees, Costs and Service Award, and other filings and orders made in connection with



the settlement. *Id.* ¶3.3.2. The Settlement Administrator will also run an online advertising campaign. *Id.* ¶3.3.6.

The proposed Notices (SA Exs. A-B, D-H) use plain language so they are easy to understand. They include key information about the settlement, including the deadline for claims, exclusions and objections, and the date of the Final Approval Hearing (and that the hearing date may change without further notice). The Notices state the amount of the fee and cost award Class Counsel will request, the amount of the Service Award Samson will request, and the Administration Costs. The Notices conservatively estimate that each Class member will receive between \$350 and \$1,000. The Notices disclose that by participating in the settlement, Settlement Class Members give up the right to sue UnitedHealthcare for claims covered by the release. The Notices also direct Settlement Class Members to the Settlement Website and provide the toll-free number for more information.

The proposed notice plan complies with Rule 23 and due process. *See* Fed. R. Civ. P. 23(c)(2)(B); *see also Hyundai*, 926 F.3d at 567 (“settlement notices must ‘present information about a proposed settlement neutrally, simply, and understandably’”).

### C. The schedule for final approval.

The parties propose the following schedule for final approval:

ACTION	DATE
Deadline for sending CAFA notice	10 days after the filing of this motion
Deadline for sending notice	30 days after entry of Preliminary Approval Order (SA ¶1.17, 3.3)
Deadline for motion for attorneys’ fees, costs, and service award	60 days after entry of Preliminary Approval Order (SA ¶2.3)
Settlement Administrator to send reminder notice	No later than 14 days before the deadline to submit a Claim Form (SA ¶¶3.3.4, 3.3.5)

ACTION	DATE
Deadline for Claim Forms, Exclusion Requests and Objections	90 days after entry of Preliminary Approval Order (SA ¶¶3.4, 4.4)
Settlement Administrator to complete review of Claims Forms	No later than 28 days after the deadline for Claim submission (SA ¶4.6)
Deadline for final approval motion	No later than 30 days after the deadline for Claim Forms, Exclusions and Objections and 35 days before Final Approval Hearing (SA ¶3.7)
Settlement Administrator to send deficiency notices to Claimants	No later than 30 days before the Final Approval Hearing (SA ¶4.7)
Deadline for responses to objections	No later than 14 days before the Final Approval Hearing (SA ¶3.7)
Final Approval Hearing	At the Court's discretion, but no earlier than 155 days after the Preliminary Approval Order is entered

## V. CONCLUSION

Samson requests that the Court enter his proposed order that: (1) grants preliminary approval; (2) directs notice to be sent to Settlement Class Members; (3) appoints CDL to serve as the Settlement Administrator; and (4) sets a schedule and hearing date for final approval and related deadlines.

RESPECTFULLY SUBMITTED AND DATED this 20th day of December, 2024.

TERRELL MARSHALL LAW GROUP PLLC

*I certify that this memorandum contains 4,197 words, in compliance with the Local Civil Rules.*

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