

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

**ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND CONDITIONAL
CERTIFICATION OF
SETTLEMENT CLASS**

The Settlement Agreement has been filed with the Court (ECF No. 346-1) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference. The Court, having reviewed the Settlement Agreement entered into by Plaintiff Frantz Samson ("Plaintiff" or "Class Representative") and Defendant United HealthCare Services, Inc. ("Defendant") (collectively, the "Parties"), hereby orders that:

1. The Court has considered the proposed settlement of the claims asserted under the Telephone Consumer Protection Act (TCPA), by a proposed Settlement Class of consumers defined as follows:

All persons residing within the United States who, between January 9, 2015, and January 9, 2019, received a non-emergency telephone call(s) placed using either the Avaya Pro Contact or LiveVox IVR dialing systems from the Medicare and Retirement Non-Licensed Retention

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Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team, to a cellular phone through the use of an artificial or prerecorded voice, and who was not a UnitedHealthcare member or a third party authorized to receive calls on a member's behalf at the time of the call. The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any person who validly requests exclusion from the Settlement Class.

2. The Settlement Agreement entered between the Parties (ECF No. 346-1), appears, upon preliminary review, to be fair, reasonable, and adequate to Members of the Settlement Class ("Settlement Class Members"). Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

- (A) The Settlement Class is estimated to contain approximately 12,014 Settlement Class Members;
- (B) The claims of the Class Representatives are typical of those of the other Settlement Class Members;
- (C) There are questions of fact and law that are common to all Settlement Class Members; and
- (D) The Class Representative will fairly and adequately protect the interests of the Settlement Classes and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Settlement Class.

4. For settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because: (1) a class action is a fair and efficient adjudication of this controversy; and (2) questions of fact and law common to

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1 Settlement Class Members predominate over any questions affecting only individual members.

2 5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or
 3 is otherwise terminated for any reason before Final Approval, then the Settlement Class shall be
 4 decertified; the Settlement Agreement and all negotiations, proceedings, and documents
 5 prepared, and statements made in connection therewith, shall be without prejudice to any Party
 6 and shall not be deemed or construed to be an admission or confession by any Party of any fact,
 7 matter, or proposition of law; and all Parties shall stand in the same procedural position as if the
 8 Settlement Agreement had not been negotiated, made, or filed with the Court.

9 6. The Court appoints Frantz Samson as the Class Representative for the Settlement
 10 Class. The Court also appoints Terrell Marshall Law Group PLLC, Francis Mailman Soumilas,
 11 P.C., and Shub & Johns LLC, as counsel for the Settlement Class (Class Counsel).

12 7. If the Settlement Agreement is not finally approved, is not upheld on appeal, or
 13 is otherwise terminated for any reason before Final Approval, then the Settlement Agreement
 14 and all negotiations, proceedings, and documents prepared, and statements made in connection
 15 therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an
 16 admission or confession by any Party of any fact, matter, or proposition of law; and all Parties
 17 shall stand in the same procedural position as if the Settlement Agreement had not been
 18 negotiated, made, or filed with the Court.

19 8. The Court appoints Continental DataLogix LLC as the Settlement Administrator.

20 9. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e)
 21 on June 20, 2025, in Courtroom 14229 of the United States District Court for the Western
 22 District of Washington at 700 Stewart Street, Seattle, WA 98101 at 10:00 a.m. for the following
 23 purposes:

- 24 (a) To determine whether the proposed settlement is fair, reasonable, and
 25 adequate and should be granted final approval by the Court;

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(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;

(c) To consider the application of Class Counsel for an award of attorney's fees, costs, and expenses, and for a service award to the Class Representative; and

(d) To rule upon other such matters as the Court may deem appropriate.

10. As is provided in Section 3.3 of the Settlement Agreement, the Settlement Administrator will compile the Class List and send the agreed upon Notices to the Settlement Class Members in accordance with the notice plan set forth in the Settlement Agreement. The Court also approves the Parties' Notices, which are attached to the Settlement Agreement. To the extent the Parties or Settlement Administrator determine that ministerial changes to the Notices are necessary before disseminating either to the Settlement Classes, they may make such changes without further application to the Court.

11. The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all Settlement Class Members who can be identified with the available data and reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

12. If a class member chooses to opt out of the Settlement Class, such class member is required to submit a Request for Exclusion to the Settlement Administrator, postmarked on or before the date specified in the Notice, which shall be ninety (90) calendar days from the date this Order is entered (the "Opt Out & Objections Deadline"). The Request for Exclusion must include the items identified in the Settlement Agreement pertaining to such requests. Each written request for exclusion must be signed by the individual seeking exclusion, submitted by

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the Settlement Class Member, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class. “Mass” or “class” exclusion requests shall not be permitted.

A class member who submits a valid and timely Request for Exclusion using the procedure identified above shall be excluded from the Settlement Class for any and all purposes. No later than fourteen (14) days after the Opt Out & Objections Deadline, the Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendant’s counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

13. A Settlement Class Member who does not file a timely Request for Exclusion, or otherwise does not follow the procedure described in the Settlement Agreement, shall be bound by all subsequent proceedings, orders, and judgments in this action pertaining to the Settlement Class.

14. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must submit a written notice of Objection to the Settlement Administrator postmarked no later than the Opt Out & Objections Deadline.

As set forth in the Settlement Agreement, the Objection must include the following: (a) the Settlement Class Member’s full name, address, telephone number, and email address (if any); (b) the name and number of this case, *Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP; (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (d) a statement as to whether the objection applies only to the Settlement Class member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (e) a written statement of the specific legal and factual

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1 bases for each and every objection, accompanied by any legal support for the objection the
 2 objector believes applicable; (f) the identity of any counsel representing the objector; (g) a
 3 statement whether the objector intends to appear at the Final Approval Hearing, either in person
 4 or through counsel, and, if through counsel, identifying that counsel; (h) a list of all persons who
 5 will be called to testify at the Final Approval Hearing in support of the objections and any
 6 documents to be presented or considered; and (i) the objector's signature and the signature of the
 7 objector's duly authorized attorney or other duly authorized representative (if any).

8 Any Settlement Class Member who fails to timely file and serve a written Objection
 9 pursuant to the terms of Settlement Agreement shall not be permitted to object to the approval of
 10 the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of
 11 the settlement or the terms of the Settlement Agreement by appeal or other means. Any
 12 Settlement Class Member who files an Objection is subject to having their deposition taken prior
 13 to the Final Approval Hearing. A Settlement Class Member may withdraw an Objection by
 14 communicating such withdrawal in writing to Class Counsel.

15 15. The Court approves the claims procedures set forth in the Settlement Agreement.
 16 A valid Claim Form, as defined in the Settlement Agreement, must be submitted as required in
 17 the Class Notice online or postmarked no later than ninety (90) calendar days after the date of
 18 this Order.

19 16. All briefs, memoranda, petitions, and affidavits to be filed in support of an
 20 individual award to the Class Representative and in support of Class Counsel's application for
 21 fees, costs and expenses, shall be filed with the Court no later than thirty (30) days prior to the
 22 Opt Out & Objections Deadline.

23 17. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends
 24 to file in support of final approval shall be filed not later than thirty (30) days after the Opt Out &
 25 Objections Deadline. Notwithstanding the foregoing, Class Counsel may submit declarations

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1 from the Settlement Administrator regarding any updates in information regarding notice,
2 claims, and opt-outs no later than fourteen (14) days prior to the Final Approval Hearing.

3 18. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be
4 construed or used as an admission or concession by or against Defendant or any of the Released
5 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released
6 Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any
7 claims in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released
8 Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion,
9 position, or determination of this Court, one way or the other, as to the merits of the claims and
10 defenses of Plaintiff, the Settlement Class Members, or Defendant.

11 19. The Court retains exclusive jurisdiction over this action to consider all further
12 matters arising out of or connected with the Settlement Agreement. All proceedings before the
13 Court are stayed pending final approval of the settlement, except as may be necessary to
14 implement the settlement or comply with the terms of the Agreement. Pending final
15 determination of whether the settlement should be approved, the Class Representative, all
16 Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement
17 Class Members, either directly, representatively or in any other capacity, are preliminarily
18 enjoined from commencing or prosecuting against the Released Parties any action or proceeding
19 in any court or tribunal asserting any of the Released Claims, provided, however, that this
20 injunction shall not apply to individual claims of any Settlement Class Members who timely
21 exclude themselves in a manner that complies with this Order. This injunction is necessary to
22 protect and effectuate the settlement, this Order, and the Court's flexibility and authority to
23 effectuate this settlement and to enter judgment when appropriate, and is ordered in aid of the
24 Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a). The Court
25 reserves the right to adjourn or continue the date of the Fairness Hearing without further notice to

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1 Settlement Class Members, and retains jurisdiction to consider all further applications arising out
2 of or connected with the settlement. The Court may approve or modify the settlement without
3 further notice to Settlement Class Members.

4 Counsel are hereby authorized to take all reasonable steps in connection with approval
5 and administration of the Settlement not materially inconsistent with this Order or the
6 Agreement, including, without further approval of the Court, making minor changes to the
7 content of the Class Notice that they jointly deem reasonable or necessary.

8 IT IS SO ORDERED.

9 DATED this 15th day of January, 2025.

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13 THE HONORABLE MARSHA J. PECHMAN

14 Presented by:

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Class Counsel

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