

# **Exhibit 1**

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below (“Execution Date”) by and among:

- (a) United HealthCare Services, Inc. (“UnitedHealthcare” or “Defendant”), and
- (b) Plaintiff, as defined below, individually and as representative of the proposed Settlement Class, as defined below.

### RECITALS

A. Plaintiff Frantz Samson filed a lawsuit against UnitedHealthcare under the caption *Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP (W.D. Wash.) (the “Action”). The Action is pending in the United States District Court for the Western District of Washington and is assigned to the Honorable Marsha J. Pechman (“Court”). Plaintiff claims that UnitedHealthcare violated the Telephone Consumer Protection Act by placing prerecorded voice message calls to cell phones without the call recipients’ prior express consent.

B. This case has been litigated extensively. The Parties engaged in comprehensive formal discovery, including written discovery, depositions, third-party discovery, and expert discovery. They participated in two full-day mediations with Lou Peterson, an experienced and respected mediator. Although these mediations were not initially successful, Mr. Peterson assisted with additional negotiations that resulted in the settlement embodied in this Agreement.

C. The Court certified two Classes—a “Wrong Number Class” and a “DNC Class.” Dkt. No. 266. After class certification and before notice was sent to the Classes, consistent with manager testimony, Defendant produced additional documents showing its agents routinely dispositioned calls “DNC” and “final do not contact”—the codes on which Plaintiff’s expert relied to identify the DNC Class—when the called party did not make a do not call request. UnitedHealthcare also identified a call center witness after class certification who confirmed this as well. UnitedHealthcare accordingly moved for decertification. Based on this evidence and the arguments in UnitedHealthcare’s motion, Plaintiff agreed that the DNC Class could be decertified. *See* Dkt. No. 330 at ECF 8; *see also* Dkt. No. 337. The Court thereafter entered an order decertifying the DNC Class. Dkt. No. 338.

D. Defendant denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action. Nevertheless, without admitting or conceding liability or that the matter is appropriately maintained as a class action, and while continuing to deny that the claims asserted may be maintained as a class action through trial, Defendant now desires to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

E. Class Counsel, as defined below, have analyzed and evaluated the merits of all Parties’ contentions and the impact of this Agreement on the Settlement Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the

likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the class, Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described in this Agreement is in the best interests of the Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions:

## **I. DEFINITIONS**

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement:

1.1. “Claimant Award” means the cash payment available to Eligible Claimants, which shall be calculated as a pro rata distribution of the Net Settlement Fund to each Eligible Claimant, and paid as described in Paragraphs 4.4-4.6, and 4.8 below.

1.2. “Class Counsel” means Terrell Marshall Law Group PLLC, Francis Mailman Soumilas, P.C., and Shub & Johns LLC, the attorneys appointed by the Court to represent the certified classes.

1.3. “Class List” means the list of telephone numbers prepared by Class Counsel’s expert, reflecting cellular telephone numbers that Class Counsel believe received artificial or pre-recorded voice calls from the Medicare and Retirement Non-licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team through either the Avaya Pro Contact or LiveVox IVR dialing systems 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. For the avoidance of doubt, calls placed by “the Medicare and Retirement Non-Licensed Retention Team encompass calls that otherwise meet the Settlement Class definition and were made in connection with campaigns bearing a “ts” prefix. Membership in the Settlement Class is based on satisfying the Settlement Class definition regardless of whether a Settlement Class member’s phone number is or is not among the approximately 12,014 telephone numbers identified on the Class List.

1.4. “Distribution Date” means a date thirty (30) calendar days from the date of Final Approval.

1.5. “Eligible Claimant” means a Settlement Class Member who complies with the claims submission requirements set forth in Paragraphs 4.4 and 4.5 below, including the requirements of timely and complete submission of a valid Claim Form (Exhibit A or Exhibit B).

1.6. “Final Approval” means that (a) the Court has entered the Settlement Order and Final Judgment; and (b) thirty-one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the

Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

1.7. “Initial Notice Deposit” means an initial payment of \$10,000 from the Settlement Fund that UnitedHealthcare will pay to the Settlement Administrator within twenty (20) days after Preliminary Approval to cover expected initial notice and administration expenses through the date of the Final Approval Hearing. If Final Approval does not occur, UnitedHealthcare shall be entitled to receive a refund of any amount remaining of the Initial Notice Deposit.

1.8. “Net Settlement Fund” means the remainder of the Settlement Fund after payment of the costs of Settlement Notice, Settlement Administration, any attorneys’ fees, costs, and expenses awarded by the Court, and any Service Award as set forth in Paragraphs 2.2 and 2.3 below.

1.9. “Parties” means Plaintiff and United HealthCare Services, Inc.

1.10. “Plaintiff” means Frantz Samson.

1.11. “Preliminary Approval” means the Court has entered an order substantially in the form of Exhibit C (“Preliminary Approval Order”) to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Settlement Notice to the Settlement Class.

1.12. “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to artificial or prerecorded voice calls placed using either the Avaya Pro Contact or LiveVox IVR dialing systems by UnitedHealthcare’s Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team (collectively, “Claims”), that have been, or could have been, brought in the Action, as well as any Claims arising out of the same factual predicate as any of the claims asserted in the Action.

1.13. “Released Parties” means United HealthCare Services, Inc. and its predecessors, successors, assigns, present and former affiliates, parents, divisions, direct and indirect subsidiaries, current and former agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, managers, employees, principals, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

1.14. “Settlement Class” means: 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 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.

1.15. "Settlement Class Member" means individuals or entities who are within the Settlement Class.

1.16. "Settlement Notice" means the notice provided to the Settlement Class of the proposed settlement of the Action, including the Settlement Website, the Long Form Notice (Exhibit D), the Email Notice (Exhibit E), the Reminder Email Notice (Exhibit F), the Postcard Notice (Exhibit A), and the Reminder Postcard Notice (Exhibit G), and the Publication Notice (Exhibit H). The Settlement Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment ("Final Approval Hearing"). The Settlement Notice will be in substantially the form as Exhibits A-B, D-H.

1.17. "Settlement Notice Date" means a date thirty (30) calendar days after the date of Preliminary Approval.

1.18. "Settlement Administration" means the process under the Court's supervision, that includes, but is not limited to, the manner in which the Settlement Notice is provided, notice to Settlement Class Members and to federal and state officials under 28 U.S.C. § 1715, claim processing, and the making of the calculations, payments, and distributions required under this Agreement, are effectuated. The cost for Settlement Administration is deducted from the Settlement Fund.

1.19. "Settlement Administrator" means Continental DataLogix LLC (CDL), the independent company that the parties have selected to notify the Settlement Class of the Settlement and administer the Settlement, as described in Sections 3 and 4 of this Agreement.

1.20. "Settlement Fund" means a total amount of two million five hundred thousand dollars (\$2,500,000) that Defendant will make available for any and all payments under this Agreement, including but not limited to, costs of Settlement Notice, Settlement Administration, any attorneys' fees, costs, and expenses awarded by the Court, any Service Award, and Claimant Awards as set forth in Paragraphs 2.1, 2.2, and 2.3 below. The Parties agree that Defendant's payment of the Settlement Fund shall be the full extent of Defendant's payment obligation under this Settlement Agreement, that Defendant shall not be responsible for any payments or obligations other than those specified in this Agreement, and that the total amount of Defendant's responsibility shall be limited to, and shall not exceed, the amount of the Settlement Fund (i.e., \$2,500,000).

1.21. “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit I to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

1.22. “Service Award” shall mean the payment to Plaintiff for his time and effort in connection with this action as approved by the Court.

1.23. The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

## II. GENERAL TERMS OF SETTLEMENT

2.1. **Payments to Eligible Claimants.** As set forth more fully below, UnitedHealthcare will pay, through the Settlement Administrator, each Eligible Claimant the Claimant Award applicable to that Eligible Claimant on or before the Distribution Date. In the event of a dispute regarding claimant eligibility, or the amount to be paid to an Eligible Claimant, the Settlement Administrator shall have discretion and final authority over any and all such disputes.

2.2. **Settlement Administration.** Settlement Administration shall occur under the Court’s supervision. The costs of Settlement Administration (including, but not limited to, the costs of Settlement Notice, notices to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715, claims processing, and making the calculations, payments and distributions required under this Agreement) shall be paid from the Settlement Fund. The Settlement Administrator shall administer the settlement. With regard to Settlement Notice, as the Settlement Administrator incurs expenses it shall invoice UnitedHealthcare, with copies to Class Counsel and UnitedHealthcare’s counsel. UnitedHealthcare shall be responsible for payment to the Settlement Administrator, which amounts will be deducted from UnitedHealthcare’s obligations to the Settlement Fund.

2.3. **Payment of Attorneys’ Fees, Costs and Expenses, and Service Awards.** No later than sixty (60) calendar days after the date of Preliminary Approval—thirty (30) calendar days before the date objections, claims, and exclusion requests are due in compliance with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 995 (9th Cir. 2010)—Class Counsel will apply to the Court for an award of attorneys’ fees, costs and expenses, and for Service Awards. If Final Approval occurs, UnitedHealthcare shall pay from the Settlement Fund, through the Settlement Administrator, to Class Counsel the total amount approved by the Court for attorneys’ fees, costs and expenses, and for any Service Award, in full and complete compensation for attorneys’ fees, costs, and expenses, and Service Award, in the manner and at the time set forth in Paragraph 4.3 below.

## III. SETTLEMENT APPROVAL AND SETTLEMENT NOTICE

3.1. **Preliminary Approval.** Plaintiff will move for an order in the form of Exhibit C (“Preliminary Approval Order”), which, *inter alia*, grants the Court’s Preliminary Approval of this Agreement; approves Settlement Notice to the Settlement Class of the class action status and proposed settlement of the Action; approves the forms of Settlement Notice, which will be substantially in the form of Exhibits A-B, D-H; and sets a Final Approval Hearing date to

consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. The parties will make reasonable efforts to execute this Agreement so that Plaintiff may file the preliminary approval motion by December 13, 2024.

3.2. **Limited Effect of Settlement Class.** If this Agreement terminates or is nullified, the parties shall be restored to their respective litigation positions prior to execution. Defendant shall be free to assert any defenses available to it, including, but not limited to, seeking decertification of the class. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses or otherwise be used in any subsequent proceeding for purposes of establishing or disputing any issue on the merits (whether related to liability, damages, the propriety of class certification, or otherwise) or arguing in favor of or against class certification.

3.3. **Settlement Notice.** The Parties will request that the Preliminary Approval Order direct that, by the Settlement Notice Date, the Settlement Administrator shall provide notice of the proposed settlement to all Settlement Class Members as set forth below.

3.3.1. **Compiling the Notice List.** The Settlement Administrator will create a list of persons that will receive individual notice via email, or if unavailable, mail. The Settlement Administrator shall use responses to wireless carrier subpoenas previously issued by Plaintiff, previously-conducted reverse lookups, and standard industry practices to locate contact information for these persons.

3.3.2. **Settlement Website.** The Settlement Administrator shall create a website with the URL [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) and post a downloadable copy of the Long Form Settlement Notice and Claim Form, substantially in the forms of Exhibit s A and D in .pdf format. An online claim form accessible only after entry of either a telephone number on the Class List or unique claims code shall also be available on the website. Exhibit B. Other key legal documents, such as the operative complaint, motion for preliminary approval, any motion for attorneys' fees, costs, and expenses and Service Awards, and any Court orders relating to the settlement, shall be made available on the website. The Internet address of the website and/or a hyperlink to the website shall be included prominently on the notices described in this Paragraph 3.3. The website shall be active and accessible by the Settlement Notice Date through sixty (60) calendar days after all distributions described in Paragraph 4.8 are complete.

3.3.3. **Telephone Line.** The Settlement Administrator shall establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries until the date of the Final Approval. The Settlement Administrator shall provide Settlement Class Members with contact information for Class Counsel as needed or upon the request of the Settlement Class Member.

3.3.4. **Email Notice.** The Settlement Administrator will provide Settlement Notice to the Settlement Class Members via email where at least one email address is available for the Settlement Class Member. The Email Notice will be provided by an email sent by the Settlement Administrator containing text substantially in the form of Exhibit E and will direct recipients to the website referred to in Paragraph 3.3.2 above.

The Settlement Administrator shall re-send any Email Notice returned as undeliverable to the next available email address or, if none is available, to send to the Settlement Class Member the Postcard Notice described in Paragraph 3.3.5 below. The Settlement Administrator will send a Reminder Email Notice, substantially in the form of Exhibit F, to any Settlement Class Members that have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. All email notices, including reminder notices, shall include a unique claims code associated with the notice recipient. Class Counsel may direct, but is not required to direct, the Settlement Administrator to send Settlement Class Members for whom the Settlement Administrator has email addresses a Reminder Postcard Notice as well in the form of Exhibit G.

**3.3.5. Postcard Notice.** For any Settlement Class Member who does not have an email address available, the Settlement Administrator will provide Settlement Notice to the Settlement Class Members via U.S. mail. Before mailing under this Paragraph, the Settlement Administrator shall run the last known postal addresses of the Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. The Postcard Notice will be provided by a postcard sent via United States mail containing text and a tear-off Claim Form substantially in the form of Exhibit A and will direct recipients to the website referred to in Paragraph 3.3.2 above. The Settlement Administrator shall be obliged to re-mail any Postcard Notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated address information through a skip tracing process before re-mailing. Class Counsel may require, but is not required to require the Settlement Administrator to send a Reminder Postcard Notice, substantially in the form of Exhibit G, to any Settlement Class Members that have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. All postcard notices, including reminder notices, shall include a unique claims code associated with the notice recipient.

**3.3.6. Online Publication Notice.** Throughout the claims period, the Settlement Administrator will conduct an online publication notice campaign targeted to Settlement Class Members. The online publication notice will be designed by the Settlement Administrator in accordance with standard industry practices. The advertisements will be similar to those reflected in Exhibit H and will direct recipients to the website referred to in Paragraph 3.3.2 above.

**3.4. Submission of Exclusion Requests or Objections.** Settlement Class Members shall be allowed ninety (90) calendar days from the date of Preliminary Approval to request exclusion from the Settlement Class or to submit objections to the proposed settlement. The Settlement Notice, described in Paragraph 3.3 above, shall direct that exclusion requests or objections, if any, be sent to the Settlement Administrator by mail postmarked no later than ninety (90) calendar days from the date of Preliminary Approval. The Settlement Administrator will provide periodic updates on exclusion requests to Class Counsel and Defendant’s Counsel. Any re-sending of Settlement Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

**3.5. Exclusion Requests.** Any exclusion requests must include the requesting person's (a) full name, address, and telephone number; (b) state the name and number of this case, *Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP; (c) contain the Settlement Class member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class member's behalf with respect to a claim or right such as those asserted in the litigation, such as a trustee, guardian or person acting under a power of attorney; and (d) state unequivocally the Settlement Class member's intent to be excluded from the settlement. To be valid, each individual class member who seeks exclusion must file an individual request for exclusion—in other words, a class member may not request exclusion for anyone other than for that class member. Any Settlement Class member who does not timely and validly exclude themselves from the settlement shall be bound by the terms of the Settlement Agreement. If final judgment is entered any Settlement Class member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this matter, including but not limited to the release set forth in this Agreement.

Defendant may, in its sole discretion, terminate this Settlement Agreement if more than 200 individuals submit valid and timely requests to exclude themselves from the Settlement. If Defendant elects to terminate the Settlement pursuant to this provision of the Settlement Agreement, it shall provide written notice within ten (10) business days following the date the Settlement Administrator informs Defendant of the final total number of Settlement Class Members who have validly requested to opt out of the Settlement pursuant to the provisions set forth above. Any interim updates from the Settlement Administrator regarding the submission of exclusion requests shall not trigger this deadline. If Defendant rescinds the Settlement pursuant to this section of the Agreement, it shall have no further obligations to pay the Settlement Fund and shall be responsible for only the fees and expenses actually incurred by the Settlement Administrator, for which the Settlement Class Representatives and Class Counsel are not liable.

**3.6. Objections.** Any objections 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 bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (f) the identity of any counsel representing the objector; (g) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (i) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any). If an objecting Settlement Class member intends to speak at the final approval hearing (whether pro se or through an attorney) the written objection must include a detailed description of any evidence the objecting Settlement Class member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class member may introduce at the Final Approval Hearing. A

Settlement Class Member may withdraw an objection by communicating such withdrawal in writing to Class Counsel.

**3.7. Entry of Settlement Order and Final Judgment.** No later than thirty (30) calendar days after the deadline for submitting Claim Forms, objections, and opt-outs and at least 35 days prior to the Final Approval Hearing, Plaintiff will request that the Court enter the Settlement Order and Final Judgment, in the form of Exhibit I, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claimant Awards be paid to Eligible Claimants (as set forth below in Paragraphs 4.4-4.6 below), ordering that attorneys' fees, costs, expenses, and Service Awards be paid in the amount approved by the Court, approving the Notice provided by UnitedHealthcare through the Settlement Administrator pursuant to the Class Action Fairness Act of 2005, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims. The deadline to file responses, if any, to any objections, and any replies in support of final approval of the settlement and/or Class Counsel's application for fees, costs, and a named Plaintiff Service Award must be filed and served at least fourteen (14) days prior to the Final Approval Hearing.

**3.8. Reporting.** Within ninety (90) calendar days of completing the distribution of payments pursuant to Section IV below, Plaintiff will provide the Court a report verifying fulfillment of the terms of this Agreement to the date of the report.

#### **IV. DISTRIBUTION OF PAYMENTS**

**4.1. Responsibility for Distributions.** The Settlement Administrator will be solely responsible for making all distributions required under this Agreement. The Settlement Administrator will have authority to make the computations necessary to determine the Claimant Award for each Eligible Claimant, as well as the authority to make eligibility determinations and all other decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any computation or Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.

**4.2. Payment of Settlement Fund.** No later than twenty business days (20) calendar days after the date of Final Approval, UnitedHealthcare shall pay to the Settlement Administrator the Settlement Fund, less any amounts paid for the Initial Notice Deposit.

**4.3. Distribution of Attorneys' Fees, Costs, Expenses, and Service Awards.** No later than thirty (30) calendar days after the date of Final Approval, the Settlement Administrator shall pay from the Settlement Fund any awarded attorneys' fees, costs, expenses, and Service Awards in an amount approved by the Court by wire transfer delivered to Terrell Marshall Law Group PLLC. UnitedHealthcare's obligations with respect to any fees, costs, expenses, or payments to any of Class Counsel or Plaintiff shall be fully and forever discharged upon its payment to the Settlement Administrator pursuant to this Paragraph. Other than UnitedHealthcare's obligation to pay the Settlement Fund, from which the Settlement Administrator shall pay the Class Counsel attorneys' fees, reasonable out-of-pocket costs and expenses, and Service Award in amounts approved by the Court, UnitedHealthcare shall have no

further obligations to Class Counsel, or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, or Plaintiff.

**4.4. Submission of Claims and Eligibility for Distribution.** To be eligible for distribution of any Claimant Award pursuant to this Agreement, Settlement Class Members must submit a valid completed Claim Form on the Settlement Website or by mail to the address set forth on the Settlement Notice and provide a telephone number that appears on the Class List. The Claim Form on the Settlement Website shall be substantially in the form attached as Exhibit B and the Claim Form attached to the Postcard Notice shall be substantially in the form attached as Exhibit A. To be timely, Claim Forms must be submitted online or postmarked by a date specified in the Settlement Notice, which shall not be less than ninety (90) calendar days after the date of Preliminary Approval.

**4.4.1. Attestation.** The Claim Form will require claimants to attest under penalty of perjury that: (1) the claimant owned or was the regular user of such phone number at the time of receipt of the prerecorded call(s) reflected in the Class List; and (2) to the best of the claimant's knowledge and belief, the claimant was not a UnitedHealthcare member at the time of the call and did not otherwise consent to receive the prerecorded call(s).

**4.4.2. Multiple Claims for One Number.** In the event that more than one claimant claims to have been the owner or regular number of a phone number on the Class List, the Settlement Administrator shall collect such verification information as Class Counsel may direct to identify the correct claimant, including billing statements covering the date of the call(s) to the number. The Settlement Administrator shall have sole authority to make the final determination of which claimant is entitled to payment, or to determine in its discretion that a split between two claimants is warranted based on the information provided.

**4.5. Administrative Information.** The Claim Form shall require the Settlement Class Member to provide their name, mailing address, and an email address at which the Settlement Administrator can communicate with them about their claim.

**4.6. Determination of Claims.** The Settlement Administrator shall review each Claim Form that is submitted. The Settlement Administrator shall use all reasonable efforts to complete its review of all Claim Forms no later than twenty-eight (28) calendar days after the deadline for submitting a Claim Form. If the Claim Form is timely, sets forth the requisite information, is validly signed (by written or electronic signature), is not duplicative of a previously approved claim, and there is no indicia of fraud, then the Settlement Administrator will approve the claim. UnitedHealthcare and Class Counsel will have the right (but not the obligation) to verify the truthfulness of the representations on any claim and the right (but not the obligation) to reject any claim on which a material misrepresentation appears. If the Settlement Administrator suspects that a Claim Form may have been fraudulently submitted, the Settlement Administrator will notify the Parties' counsel and will investigate the potentially fraudulent claim. Any disputes over the validity of a Claim Form will be resolved by the Settlement Administrator. The Settlement Administrator will provide updates on a bi-weekly (or as requested by counsel) basis to the Parties' counsel on the number of claims that are denied, approved, or pending.

4.7. **Notification to Claimants Deemed Not Eligible.** As the Settlement Administrator reviews Claim Forms, it shall notify claimants deemed not eligible that their claim has been disallowed, together with a brief statement of the reason(s) why the Settlement Administrator disallowed their claim, and the claimant will be provided fourteen (14) calendar days from the date the notice is sent to cure. Claimants will also be notified that the final determination of disallowance by the Settlement Administrator is final and not subject to challenge. All such notices may be provided by email to the email address included on the Claim Form. All deficiency notifications shall be sent at least 30 days before the final approval hearing.

4.8. **Manner of Distribution.** The Settlement Administrator shall distribute the Claimant Awards on or before the Distribution Date via the distribution method selected by each Eligible Claimant. The Settlement Administrator shall issue payment for a pro rata distribution of the Net Settlement Fund to each Eligible Claimant, if any. The determination of the payment amount is final and not subject to challenge. Checks issued pursuant to this Paragraph shall remain valid for one hundred eighty (180) calendar days after issuance, and shall recite that limitation on the face of the check. Any Claimant Awards remaining uncashed after one hundred eighty (180) calendar days shall be redistributed on a pro rata basis to all Eligible Claimants that cashed their check or otherwise successfully received payment, if feasible. If there are any Claimant Awards remaining uncashed one hundred eighty (180) calendar days after issuance of the redistribution payments, those amounts will be contributed in *cy pres* to AARP Foundation.

4.9. **Notification to Eligible Claimants.** At the time of payment, Eligible Claimants will be notified that the payment represents their Claimant Award under this Agreement, receive a brief explanation of the manner in which payments were calculated, and be notified that the determination of the payment amount is final and not subject to challenge.

4.10. **No Tax Advice.** Any tax determinations and obligations arising from any payment made by UnitedHealthcare pursuant to this Agreement shall be the exclusive responsibility of the recipient of such payment.

## V. RELEASES

5.1. **Sole and Exclusive Remedy.** This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Settlement Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

5.2. **Class Release to Defendant and the Released Parties.** Effective upon Final Approval, Plaintiff, for himself and on behalf of each Settlement Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Plaintiff or the Settlement Class Members in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

5.3. **Individual Release by Plaintiff.** Effective upon Final Approval, the Plaintiff, for himself and on behalf of his respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through each or any of him in any manner, shall have fully, finally

and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties.

## VI. MISCELLANEOUS PROVISIONS

6.1. **Settlement Purpose of Agreement.** This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of Defendant, Plaintiff, Settlement Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. Nevertheless, UnitedHealthcare may file this Settlement Agreement and/or the Final Order and Judgment in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, materially modify the notice plan, decline to enter the Settlement Order and Final Judgment in the form of Exhibit I, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidity of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the Agreement, and any and all provisions or representations therein, shall have no bearing in deciding any later motion to decertify the certified class. If this Agreement terminates or is nullified the Action shall revert to the status that existed before execution of this Agreement. Upon nullification of this Agreement, Plaintiff shall be free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including, but not limited to, seeking decertification of the class. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses or otherwise be relied on in making any argument with respect to any claim or defense or argument in favor of or against class decertification. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit I, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with Lou Peterson.

6.2. **Defendant's Warranty.** Defendant warrants that it has the ability to fully fund the settlement and does not currently intend to file any petition for bankruptcy or receivership that will impact its ability to fund the settlement.

6.3. **Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Released Parties full and final peace from further prosecution of the Released Claims, and to give the Settlement Class Members the benefits they enjoy under this Agreement.

6.4. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

6.5. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement, provided, however, that all agreements made or orders entered during the course of the Action relating to the confidentiality of document or information shall survive this Settlement Agreement. Any modification of the Agreement that may adversely affect Settlement Class Members' substantive rights must be in writing and signed by Plaintiff and Defendant; any other modification of the Agreement must be in writing and signed by Class Counsel, Defendant, and Defendant's Counsel.

6.6. **Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

6.7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

6.8. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

6.9. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement electronically, in counterparts (any one or all of which may be facsimile or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

6.10. **Use and Retention of Information.** The data provided to the Settlement Administrator, any Claim Forms submitted under Paragraph 4.4 above, and any other documentation containing the names, addresses, or phone numbers in possession of the Settlement Administrator, may be used only for purposes of implementing this Agreement. All such information shall be destroyed within thirty (30) calendar days of the date that all monies from the Settlement Fund have been distributed.

6.11. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraphs 4.6 and 6.1 above.

6.12. **Authority.** All counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients.

6.13. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Class without the express written consent of the Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

6.14. **Communications.** Any communications by the Parties to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

6.15. **Calculation of Time.** All time listed in this Agreement is in calendar days, unless explicitly described in business days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holiday; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: December 20, 2024

Signed by:

By: Frantz Samson  
Frantz Samson

Individually and on behalf of the proposed  
Settlement Class

Dated: December 20, 2024

By: Terrell Marshall Law Group PLLC  
Terrell Marshall Law Group PLLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Francis Mailman Soumilas, P.C.  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Shub & Johns LLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
United HealthCare Services, Inc.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Lane Powell PC  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Boies Schiller Flexner LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Gibson Dunn & Crutcher LLP  
Counsel for Defendant


Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Frantz Samson  
Individually and on behalf of the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Terrell Marshall Law Group PLLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: December 20, 2024

By:  \_\_\_\_\_  
Francis Mailman Soumilas, P.C.  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Shub & Johns LLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
United HealthCare Services, Inc.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Lane Powell PC  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Boies Schiller Flexner LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Gibson Dunn & Crutcher LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Frantz Samson  
Individually and on behalf of the proposed  
Settlement Class


Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Terrell Marshall Law Group PLLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Francis Mailman Soumilas, P.C.  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: December 20 \_\_\_\_\_, 2024

By:  \_\_\_\_\_  
Shub & Johns LLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
United HealthCare Services, Inc.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Lane Powell PC  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Boies Schiller Flexner LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Gibson Dunn & Crutcher LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Frantz Samson  
Individually and on behalf of the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Terrell Marshall Law Group PLLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Francis Mailman Soumilas, P.C.  
Counsel for Plaintiff and the proposed  
Settlement Class

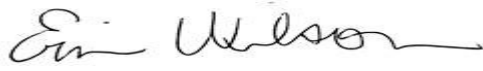
Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Shub & Johns LLC  
Counsel for Plaintiff and the proposed  
Settlement Class

Dated: December 20, 2024

By:   
United HealthCare Services, Inc.

Dated: December 20, 2024

By:   
Lane Powell PC  
Counsel for Defendant

Dated: December 20, 2024

By:   
Boies Schiller Flexner LLP  
Counsel for Defendant

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Gibson Dunn & Crutcher LLP  
Counsel for Defendant

# **EXHIBIT A**

**UnitedHealthcare Settlement Administrator**  
P.O. Box XXXX  
XXX, XX XXXXX-XXXX

Claim ID: <<ClaimID>>

COURT ORDERED NOTICE

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.

The claims deadline  
is MONTH DAY,  
2025.

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

You are receiving this notice because you might be a Settlement Class Member in *Samson v. United HealthCare Services, Inc.*, 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 **MONTH DAY**, 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 **MONTH DAY**, 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 **MONTH DAY**, 2025 at **TIME** in Courtroom 14229 of the United States District Court for the Western District of Washington in Seattle, 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 \$[REDACTED] and out of pocket costs of \$[REDACTED]. They will also request a Class Representative Award of \$[REDACTED] for Frantz Samson. You may object to either 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 **MONTH DAY**, 2025.

**This 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.**

## CLAIM FORM



First Name: \_\_\_\_\_

[illegible][illegible][illegible][illegible]

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[illegible]

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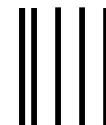


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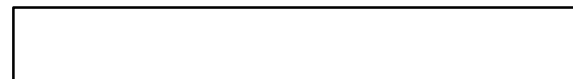
I declare under penalty of perjury under the laws of the United States of America that the information on this form is true and correct.

\_\_\_\_\_

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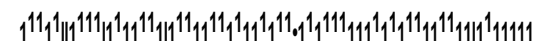
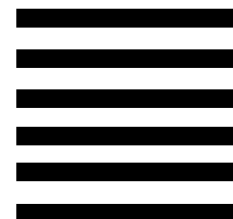


NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

SAMSON V. UNITED HEALTHCARE,  
SERVICES, INC.  
SETTLEMENT ADMINISTRATOR  
C/O ADD  
PO BOX XXXX  
CITY STATE ZIP



# **EXHIBIT B**

*Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP (W.D. Wash.)

## CLAIM FORM

Complete and return this Claim Form by **DATE** to claim your payment. You may submit your Claim Form using this online portal or mail to: **[Address information]**.

### I. Claim Verification

Did you receive a claims code by mail or email? The claims code is located on the front of the postcard notice or at the top of the email notice.

- ☐ Yes, Claims Code: \_\_\_\_\_
- ☐ No

Enter the cell phone number(s) you owned or regularly used **ADD CUSTOM DATE**.

*[If the claimant enters a valid claims code or if the claimant provides a phone number that matches with a phone number in the data, then the following text shall appear in the online claims form:]*

Please complete the following sections of the Claim Form to submit your claim.

*[If the claimant enters (1) an invalid claims code or no claims code, and (2) a phone number that does not match with a phone number in the data, then the following text shall appear in the online claims form]*

Your phone number could not be verified.

### II. Class Member Identifying Information.

Please provide your name and contact information below. The Settlement Administrator will use the email address you provide below to communicate with you. You must notify the Settlement Administrator if your contact information changes after you submit this Form.

<b>First Name</b>	<b>Last Name</b>	
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>	<b>Current Phone Number</b>	

### III. Attestation

I attest that the following statements are true (check each box to indicate your agreement):

- ☐ I owned or was the regular user of the cell phone number listed on this claim form on **ADD CUSTOM DATE**; and
- ☐ To the best of my knowledge and belief, on **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.

#### **IV. Certification & Signature.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

# EXHIBIT C

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

FRANTZ SAMSON, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

UNITEDHEALTHCARE SERVICES, INC.,

Defendant.

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

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

The Settlement Agreement has been filed with the Court (ECF No. \_\_) 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 Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team, to a cellular phone through

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

1 the use of an artificial or prerecorded voice, and who was not a  
 2 UnitedHealthcare member or a third party authorized to receive calls on  
 a member's behalf at the time of the call..

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

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

9 (A) The Settlement Class is estimated to contain approximately 12,014  
 10 Settlement Class Members;

11 (B) The claims of the Class Representatives are typical of those of the other  
 12 Settlement Class Members;

13 (C) There are questions of fact and law that are common to all Settlement  
 14 Class Members; and

15 (D) The Class Representative will fairly and adequately protect the interests  
 16 of the Settlement Classes and has retained Class Counsel experienced in  
 17 consumer class action litigation who have and will continue to adequately  
 18 represent the Settlement Class.

19 4. For settlement purposes only, the Court finds that this action is preliminarily  
 20 maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because: (1) a class action is a fair  
 21 and efficient adjudication of this controversy; and (2) questions of fact and law common to  
 22 Settlement Class Members predominate over any questions affecting only individual members.

23 5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or  
 24 is otherwise terminated for any reason before Final Approval, then the Settlement Class shall be  
 25 decertified; the Settlement Agreement and all negotiations, proceedings, and documents  
 26 prepared, and statements made in connection therewith, shall be without prejudice to any Party

27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
 SETTLEMENT AND CONDITIONAL CLASS  
 CERTIFICATION - 2

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

1 and shall not be deemed or construed to be an admission or confession by any Party of any fact,  
 2 matter, or proposition of law; and all Parties shall stand in the same procedural position as if the  
 3 Settlement Agreement had not been negotiated, made, or filed with the Court.

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

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

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

15 9. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e)  
 16 on \_\_\_\_\_, 2025 in Courtroom 14229 of the United States District Court for the  
 17 Western District of Washington at 700 Stewart Street, Seattle, WA 98101 at \_\_\_\_\_.m. for the  
 18 following purposes:

- 19 (a) To determine whether the proposed settlement is fair, reasonable, and  
 20 adequate and should be granted final approval by the Court;
- 21 (b) To determine whether a final judgment should be entered dismissing the  
 22 claims of the Settlement Class with prejudice, as required by the  
 23 Settlement Agreement;
- 24 (c) To consider the application of Class Counsel for an award of attorney's  
 25 fees, costs, and expenses, and for a service award to the Class  
 26 Representative; and

27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
 SETTLEMENT AND CONDITIONAL CLASS  
 CERTIFICATION - 3

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

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

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

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

14 12. If a class member chooses to opt out of the Settlement Class, such class member  
15 is required to submit a Request for Exclusion to the Settlement Administrator, postmarked on or  
16 before the date specified in the Notice, which shall be ninety (90) calendar days from the date  
17 this Order is entered (the "Opt Out & Objections Deadline"). The Request for Exclusion must  
18 include the items identified in the Settlement Agreement pertaining to such requests. Each  
19 written request for exclusion must be signed by the individual seeking exclusion, submitted by  
20 the Settlement Class Member, and may only request exclusion for that one individual. No person  
21 within the Settlement Class, or any person acting on behalf of or in concert or participation with  
22 that person, may submit a Request for Exclusion on behalf of any other person within the  
23 Settlement Class. "Mass" or "class" exclusion requests shall not be permitted.

24 A class member who submits a valid and timely Request for Exclusion using the  
25 procedure identified above shall be excluded from the Settlement Class for any and all purposes.

26 No later than fourteen (14) days after the Opt Out & Objections Deadline, the Settlement

27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CONDITIONAL CLASS  
CERTIFICATION - 4

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

1 Administrator shall prepare a declaration listing all of the valid opt-outs received and shall  
2 provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel  
3 then reporting the names appearing on this list to the Court before the Final Approval Hearing.

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

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

12 As set forth in the Settlement Agreement, the Objection must include the following: (a)  
13 the Settlement Class Member's full name, address, telephone number, and email address (if any);  
14 (b) the name and number of this case, *Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-  
15 00175-MJP; (c) information identifying the objector as a Settlement Class Member, including  
16 proof that the objector is a member of the Settlement Class; (d) a statement as to whether the  
17 objection applies only to the Settlement Class member, to a specific subset of the Settlement  
18 Class, or to the entire Settlement Class; (e) a written statement of the specific legal and factual  
19 bases for each and every objection, accompanied by any legal support for the objection the  
20 objector believes applicable; (f) the identity of any counsel representing the objector; (g) a  
21 statement whether the objector intends to appear at the Final Approval Hearing, either in person  
22 or through counsel, and, if through counsel, identifying that counsel; (h) a list of all persons who  
23 will be called to testify at the Final Approval Hearing in support of the objections and any  
24 documents to be presented or considered; and (i) the objector's signature and the signature of the  
25 objector's duly authorized attorney or other duly authorized representative (if any).

26  
27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CONDITIONAL CLASS  
CERTIFICATION - 5

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

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

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

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

17. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends to file in support of final approval shall be filed not later than thirty (30) days after the Opt Out & Objections Deadline. Notwithstanding the foregoing, Class Counsel may submit declarations from the Settlement Administrator regarding any updates in information regarding notice, claims, and opt-outs no later than fourteen (14) days prior to the Final Approval Hearing.

18. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion,

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CONDITIONAL CLASS  
CERTIFICATION - 6

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

1 position, or determination of this Court, one way or the other, as to the merits of the claims and  
2 defenses of Plaintiff, the Settlement Class Members, or Defendant.

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

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

25  
26  
27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CONDITIONAL CLASS  
CERTIFICATION - 7

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

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**IT IS SO ORDERED.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

THE HONORABLE MARSHA J. PECHMAN

[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CONDITIONAL CLASS  
CERTIFICATION - 8

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

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# **EXHIBIT D**

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

**Notice of Proposed Class Action Settlement**

*Samson v. United HealthCare Services, Inc.*  
Case No. 2:19-cv-00175-MJP

**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.**

Class counsel estimates 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.

***A federal court authorized this Notice. This is not a solicitation from a lawyer.***

- A settlement has been proposed to end a class action lawsuit against United HealthCare Services, Inc. (UnitedHealthcare or Defendant), known as *Samson v. United HealthCare Services, Inc.*, Case No. 2:19-cv-00175-MJP (W.D. Wash.) (the Lawsuit) for violations of the Telephone Consumer Protection Act (TCPA). The Lawsuit alleges that UnitedHealthcare placed prerecorded telephone calls to cellular telephones. The Plaintiff, Frantz Samson, alleges that UnitedHealthcare did not have consent to place the calls.
- Defendant denies any wrongdoing. Defendant claims it has abided by all state and federal laws, and that the Lawsuit is not well grounded in law or fact. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The parties in the Lawsuit have agreed to resolve the lawsuit with a \$2,500,000 settlement to resolve the claims of a Settlement Class 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 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.

- The Court has scheduled a Final Approval Hearing for **MONTH, DAY, YEAR**. If the settlement is approved and becomes final, you will be issued a payment if (i) you are a

member of the Settlement Class; and (ii) you file a valid Claim Form before **MONTH, DAY, YEAR**. Even if you do not file a Claim Form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the settlement. Read below or call **[INSERT]** for more information.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
<b>FILE A CLAIM</b> <b>BY MONTH, DAY, YEAR</b>	<p><b>This is the only option that allows you to get a payment.</b></p> <p>If you are a member of the Settlement Class, you have a right to complete a Claim Form to share in the settlement proceeds paid by UnitedHealthcare to settle the Lawsuit. A Claim Form can be (a) completed and submitted electronically on this website, or (b) printed, completed, and submitted by mail.</p> <p>If your Claim Form is approved and the settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit</p>
<b>DO NOTHING</b>	<p><b>Stay in this lawsuit. Get no payment. Give up certain rights.</b></p> <p>By doing nothing, you will not get a payment from the settlement, but you give up any rights to sue UnitedHealthcare separately about the same legal claims in this lawsuit.</p>
<b>ASK TO BE EXCLUDED</b> <b>BY MONTH, DAY, YEAR</b>	<p><b>Get out of this lawsuit. Get no payment. Keep rights.</b></p> <p>If you ask to be excluded, you will not get a payment from the settlement, but you keep any rights you may have to sue UnitedHealthcare separately about the same legal claims in this lawsuit.</p>
<b>OBJECT TO THE SETTLEMENT</b> <b>BY MONTH, DAY, YEAR</b>	<p><b>Tell the Court why you disagree with the settlement.</b></p> <p>If you do not exclude yourself from the settlement, you may object to or comment about the settlement and/or Class Counsel's request for attorneys' fees, expenses, and service award to the Class Representative who brought this Lawsuit. If you want to get a Claimant Award from the settlement, you also have to complete a Claim Form.</p>

#### BASIC INFORMATION

1. Why did I get this notice?

Records indicate that you may have received a prerecorded or artificial voice call from UnitedHealthcare between January 9, 2015 and January 9, 2019. This notice explains that the Court has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise before the Court decides whether to approve the settlement. To get a payment from the settlement, you must complete a Claim Form by **MONTH, DAY, YEAR**. Judge Marsha J. Pechman of the United States District Court for the Western District of Washington is overseeing this class action. The Lawsuit is known as *Samson v. United HealthCare Services, Inc.*, Case No. 2:19-cv-00175-MJP (W.D. Wash.).

## 2. What is this lawsuit about?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

Here, the class representative alleges that UnitedHealthcare is liable for TCPA violations by making prerecorded or artificial voice calls to cellular telephones even though UnitedHealthcare's business records show the telephone number had been marked as "wrong number." The class representatives allege that class members did not give permission to receive these calls.

The proposed Settlement Class includes:

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 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.

UnitedHealthcare denies any wrongdoing and believes it has fully complied with the law. UnitedHealthcare has asserted many defenses 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. The settlement is not an admission of wrongdoing. The Court has not decided whether UnitedHealthcare did anything wrong. If the Court approves the settlement, there will be no trial about the claims in the lawsuit.

## 3. What is a class action and who is involved?

In a class action, one or more people, called class representatives (in this case, Frantz Samson), sue on behalf of people who have similar claims. These people together are called a class, or class members. The class representative who sued, and all class members like him, are called Plaintiffs.

The company he sued (in this case, United HealthCare Services, Inc.) is called the Defendant. One court resolves the issues for everyone in the class except for those people who choose to exclude themselves from the class.

#### 4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- (a) Questions of law or fact common to the members of the classes predominate over any questions affecting only individual members; and
- (b) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

#### 5. What has happened in the lawsuit?

The Plaintiff filed his complaint. UnitedHealthcare filed an answer that denies Plaintiff's allegations. The Court granted class certification. UnitedHealthcare filed a motion to decertify the class, which Plaintiff opposed. The Parties subsequently agreed to a settlement and the Court has granted preliminary approval of the proposed settlement.

### WHO IS IN THE SETTLEMENT CLASS

#### 6. Am I part of the Settlement Class?

You are a member of the Settlement Class if, between January 9, 2015, and January 9, 2019, you received a non-emergency telephone call 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, to a cellular phone through the use of an artificial or prerecorded voice, 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 received notice of this settlement via email or mail, that means records indicate that you might be part of the Settlement Class.

The Settlement Class does not include UnitedHealthcare, any entity that has a controlling interest in UnitedHealthcare, and UnitedHealthcare's current or former directors, officers, counsel, and their immediate families.

### THE PROPOSED SETTLEMENT

## 7. What are the terms and benefits of the Settlement?

The complete terms of the settlement are found in the Settlement Agreement. This website only provides a summary.

If the settlement is approved and becomes final, UnitedHealthcare will pay \$2.5 million (\$2,500,000) into a Settlement Fund. This money will be used to: (1) make Claimant Awards to Settlement Class Members who complete a valid Claim Form, (2) pay the costs of distributing notice and settlement payments to Settlement Class Members and other costs of administering the settlement; and (3) pay court-awarded attorneys' fees and litigation expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and any service award granted to the Class Representative.

**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 that are made. You must complete a Claim Form to get a payment.**

## 8. What claims will be released by the Settlement?

If you stay in the Settlement Class you will be giving up any and all claims against UnitedHealthcare for artificial or prerecorded voice calls made from January 9, 2015, and January 9, 2019.

Specifically, you release any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to artificial or prerecorded voice calls placed using either the Avaya Pro Contact or LiveVox IVR dialing systems by UnitedHealthcare's Medicare and Retirement Non-Licensed Retention Team, the Community and State National Retention Team or the Medicare and Retirement Collections Team (collectively, "Claims"), that have been, or could have been, brought in the Action, as well as any Claims arising out of the same factual predicate as any of the claims asserted in the Action.

The full Settlement Agreement is available [here](#).

## 9. How are Claimant Award payments calculated?

If the settlement is approved and becomes final, Settlement Class Members who complete and submit a valid Claim Form will be issued a payment. Settlement Class Members' payment

amounts will be shared equally among all Settlement Class Members who submit valid Claim Forms, after the Court-ordered deduction of costs, attorneys' fees, expenses, and any service award granted to the Class Representative. Class Counsel estimate that payments could range between \$350 and \$1,000 per claimant, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

If you are a Settlement Class Member, to receive a payment you need to complete and submit a Claim Form by Month Day, 2025. The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks or electronic payment.

For any payments that are uncashed or deemed undeliverable by the Settlement Administrator, the funds will be distributed by one or both of the following means: (1) a pro rata second distribution to those Settlement Class Members who cashed/received their initial payments (if there are sufficient residual funds to justify the administrative costs of such distribution); and/or (2) distribution to ADD. No money will revert back to the Defendant.

### YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Settlement Class, whether to make a claim for a payment, whether to object to the settlement, or whether to exclude yourself from the Settlement Class.

#### 10. How do I get a payment?

Complete a Claim Form by ADD. This is the only way to get a payment from the settlement. The Claim Form requires you to confirm that, at the time of the calls, you were the owner or regular user of the phone number to which cHealthCare placed the prerecorded calls and that, to the best of your knowledge and belief, you were not a UnitedHealthcare member at the time of the calls, you were not authorized to receive calls on behalf of a UnitedHealthcare member, and you did not otherwise consent to receive the calls.

Once completed, the Claim Form can be submitted electronically on the settlement website or printed and mailed to the following address:

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

Mailed Claim Forms must be postmarked by [DATE], 202[ ]. Each Settlement Class Member is entitled to submit only one Claim Form, regardless of the number of calls they received. If you submit a Claim Form through the settlement website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate claim forms will be rejected.

#### 11. What happens if I do nothing at all?

By doing nothing you are staying in the Settlement Class but you are giving up the ability to

get a payment from the settlement. To get a payment you must complete a claims form by **DATE**. By doing nothing or completing a Claim Form, you are choosing to stay in the Settlement Class and if the settlement becomes final, you give up any rights to sue the Defendant separately about the same issues in this Lawsuit. See Question 5.

By staying in the Settlement Class, you may object to or comment on the settlement and/or or to Class Counsel's request for attorneys' fees, litigation expenses, and service awards. You do not need to object or comment in order to receive a payment.

## 12. How do I object or comment?

If you are a Settlement Class Member, and have not excluded yourself from the settlement, you can comment on or object to the settlement, Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for service awards for the Class Representative. 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 **DATE**. To object or comment, you must send a written objection/comment to the address below including the following:

- (a) the name and case number of this Lawsuit (*Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP (W.D. Wash.));
- (b) your full name, mailing address, telephone number, and email address;
- (c) information identifying you as a Settlement Class Member, including proof that you are 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 bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- (f) if you are represented by counsel, the name and telephone number of any attorney representing you in this matter, or any attorney who may be entitled to compensation for any reason related to the objection, whether counsel intends to submit a request for fees, and all factual and legal support for that request;
- (g) a statement of whether or not you intend to appear at the Final Approval Hearing, and if so, the identity of all counsel representing you who will appear at the Final Approval Hearing (who must enter a written Notice of Appearance of Counsel with the Clerk of the Court);
- (h) the identity of any witnesses you may call to testify and any documents to be presented or considered;

(i) your signature and the signature of your attorney or authorized representative.

Your comment or objection must be postmarked no later than **DATE**, and mailed to the following address:

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

### 13. How do I ask to be excluded from the Settlement Class?

You may exclude yourself from the lawsuit by mailing an exclusion request to the Settlement Administrator at the address above that is postmarked no later than **ADD**. The exclusion request must (a) include your full name, address, and telephone number; (b) state the name and number of this case, *Samson v. United HealthCare Services, Inc.*, No. 2:19-cv-00175-MJP; (c) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf with respect to a claim or right such as those asserted in the litigation, such as a trustee, guardian or person acting under a power of attorney; and (d) state unequivocally your intent to be excluded from the settlement.

You have the right to exclude yourself if for any reason you do not wish to be part of the Settlement Class. If you are already pursuing claims against UnitedHealthcare for alleged violations of the Telephone Consumer Protection Act or other federal or state statutes related to telephone calls, or plan to pursue such claims, you should talk to your lawyer in that matter. You should exclude yourself from the Settlement Class if you wish to separately make claims against UnitedHealthcare based on the Telephone Consumer Protection Act or other federal or state statutes related to telephone calls. If you exclude yourself from the Settlement Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you will not get a payment from the settlement.

You must submit your own request for exclusion—in other words, you may not request exclusion for anyone other than for yourself.

### THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court has appointed Terrell Marshall Law Group PLLC, Francis Mailman Soumilas, P.C., and Shub & Johns LLC to represent you and all Class members. These lawyers are called Class Counsel. They are experienced in handling similar cases. More information about the law firms, their practices, and their lawyers’ experience is available at [www.terrellmarshall.com](http://www.terrellmarshall.com), [www.consumerlawfirm.com](http://www.consumerlawfirm.com), and [www.shublawyers.com](http://www.shublawyers.com).

**15. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to hire them on your own. For example, you can ask a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire a lawyer to speak for you or to appear in Court, your lawyer should file a Notice of Appearance with the Court.

**16. How will the lawyers be paid?**

Class Counsel (lawyers from Terrell Marshall Law Group, Francis Mailman Soumilas, and Shub & Johns) will ask the Court to approve payment of legal fees of \$\_\_\_\_, which is \_\_\_\_ (\_\_\_\_%) of the \$2.5 million settlement fund, and out-of-pocket costs of approximately \$\_\_\_\_ from the settlement. They will also request a Service Award of \$\_\_\_\_ for Frantz Samson.

**THE COURT'S FINAL APPROVAL HEARING****17. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at **TIME** on **DATE**, 2025, in Courtroom 14229 of the United States District Court for the Western District of Washington in Seattle, 700 Stewart Street, Seattle, WA 98101. The hearing may be moved to a different date or time, or the Court may order that the hearing be held telephonically or by videoconference, without additional notice. Please check this website for updates or changes.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and a service award. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**18. Do I have to come to the hearing?**

No. You do not have to attend or participate in the hearing to receive a payment. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it but you can at your own expense. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

If you are a Settlement Class Member and have not excluded yourself from the settlement, you may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**GETTING MORE INFORMATION**

20. Are there more details available?

If you have questions that are not answered on this website, you can speak to Class Counsel by calling **ADD NUMBER** or by writing to: Terrell Marshall Law Group PLLC, 936 N 34th Street, Suite 300, Seattle, Washington 98103. You also may call the Settlement Administrator toll free at 1-**XXX-XXX-XXXX**. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at [www.pacer.uscourts.gov](http://www.pacer.uscourts.gov).

**PLEASE Do Not CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS  
ABOUT THE ACTION**



# **EXHIBIT E**

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – Samson v. United HealthCare Services

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Claims Code: [XXXX-XXXX]

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 Legal 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.*, 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 estimates 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 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 **MONTH DAY**, 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 **MONTH DAY**, 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 \$\_\_\_\_\_ and out of pocket costs of \$\_\_\_\_\_. They will also request a service award of \$\_\_\_\_\_ 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 **MONTH DAY**, 2025.

**When will the Court consider the settlement?** The Court will hold a Final Approval Hearing at **TIME** on **MONTH DAY**, 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 notice and important case documents are at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com). You can also speak to Class Counsel by calling **ADD NUMBER** or by writing to: Terrell Marshall Law Group PLLC, 936 N 34th

Street, Suite 300, Seattle, Washington 98103. You also may call the Settlement Administrator at 1-XXX-XXX-XXXX. Do not contact the Court with questions.

# **EXHIBIT F**

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – Samson v. United HealthCare Services, Inc.

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Claims Code: [XXXX-XXXX]

**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 Legal 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 [DATE].**

The parties have reached a \$2.5 million Settlement and you may be entitled to a payment. Class counsel estimates 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 [DATE]. You can make your claim online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com).

For more information visit [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com) or call [admin phone number].

# EXHIBIT G

COURT ORDERED NOTICE

*Samson v.  
United HealthCare Servs.,  
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 United  
member at the time of the call, you may  
be eligible for a class action settlement  
payment.*

Claims Deadline  
is DATE.

Settlement Administrator  
[Address Line 1]  
[Address Line 2]

PRESORT  
FIRST CLASS  
U.S. POSTAGE  
PAID

Claims Code: [XXXX-XXXX]

<<fname>><<lname>>  
<<adline1>>  
<<adline2>>  
<<adcity>>, <<adstate>> <<adzip>>

#### 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.*, 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 [DATE].**

You may be a 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 estimates 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 [DATE] to get a payment. You can make your claim online at [www.UnitedTCPAClassAction.com](http://www.UnitedTCPAClassAction.com)

For more information visit [UnitedTCPAClassAction.com](http://UnitedTCPAClassAction.com) or call XXX-XXX-XXXX

# EXHIBIT H

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

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**300 x 250 Online Display Banner**

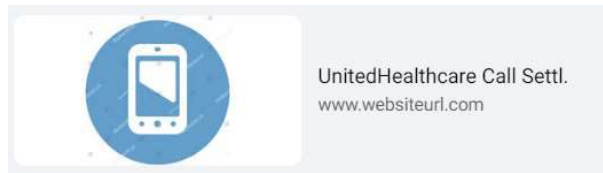
Frame 1 (on screen for 8 seconds):



Frame 2 (on screen for 5 seconds):



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



**Facebook Newsfeed Banner  
(Static)**



**Instagram Newsfeed Banner  
(Static)**



# EXHIBIT I

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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 persons listed on **Exhibit 1** hereto have validly excluded themselves from the  
12 Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary  
13 Approval Order and are thus excluded from the terms of this Order. Further, because the settlement  
14 is being reached as a compromise to resolve this litigation, including before a final determination  
15 of the merits of any issue in this case, none of the individuals reflected on **Exhibit 1** may invoke  
16 the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in  
17 connection with any further litigation against Defendant in connection with the claims settled by  
18 the Settlement Class.

19 **IT IS SO ORDERED.**

20  
21 Dated: \_\_\_\_\_

\_\_\_\_\_  
22 Marsha J. Pechman  
23 United States District Judge  
24  
25  
26  
27