

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

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

Plaintiff,

v.

UNITEDHEALTHCARE SERVICES, INC.,

Defendant.

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

**FINAL APPROVAL ORDER AND
JUDGMENT**

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendant United HealthCare Services, Inc. (Defendant); the Court having considered all papers filed and arguments made with respect to the proposed settlement of the claim asserted under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227 *et seq.*, by the proposed Settlement Class, and the Court, being fully advised, finds that:

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

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable

1 under the circumstances, including the dissemination of individual notice to all Settlement Class
2 Members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3 3. Defendant has timely served notification of this settlement with the appropriate
4 officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

5 4. The Court finds that the Court has jurisdiction over the parties and that all members
6 of the Settlement Class have standing under Article III of the United States Constitution because
7 a person’s receipt of prerecorded telephone call sent without the recipient’s prior express consent
8 intrudes upon privacy and is an injury for purposes of Article III. *See Van Patten v. Vertical Fitness*
9 *Group, LLC*, 874 F.3d 1037 (9th Cir. 2017).

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

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

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

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

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

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

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

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

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

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

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

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

26 16. Upon consideration of Class Counsel's application for fees and costs and other
27 expenses, the Court awards \$833,333.00 as reasonable attorneys' fees and \$417,003.00 as

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

3 17. Upon consideration of the application for approval of a service award, Class
4 Representative Frantz Samson is awarded the sum of \$20,000.00, for the service he has performed
5 for and on behalf of the Settlement Class.

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

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

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

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

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

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

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

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

19 **IT IS SO ORDERED.**

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 21 Dated: June 20, 2025

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24 MARSHA J. PECHMAN
 25 UNITED STATES DISTRICT JUDGE
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