

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA**

JUANITA WILLIAMS, on behalf of  
herself and others similarly situated,

Plaintiff,

Case No. 1:23-cv-00292-RAH-KFP

CLASS ACTION

v.

CHOICE HEALTH INSURANCE,  
LLC,

Defendant.

**FINAL APPROVAL ORDER AND JUDGMENT**

This matter coming to be heard on Plaintiff's and Class Counsel's Motion for Final Approval of Class Action Settlement ("the Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiff Juanita Williams ("Representative Plaintiff") and Defendant Choice Health Insurance, LLC ("Defendant") (together, "the Parties").

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated February 20, 2024 (Doc. 36), and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on July 9, 2024, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, further support this finding.

7. The Court finally certifies, for settlement purposes only, the following

Settlement Class:

All persons throughout the United States to whom Choice Health Insurance, LLC placed, or caused to be placed, a call where (1) the call was directed to a telephone number registered on the National Do Not Call Registry for at least 30 days (2) Digital Media Solutions, LLC provided Defendant with the telephone number (but excluding telephone numbers that Zeeto Group provided to Digital Media Solutions, LLC and that Digital Media Solutions, LLC then provided to Defendant) and (3) the telephone number had at least two calls placed to it in a 12-month period.

8. The persons who are listed on Exhibit 1 to this order, if any, have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Approval Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of the Representative Plaintiff as class representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Brian K. Murphy  
Jonathan P. Misny  
Murray Murphy Moul + Basil LLP  
1114 Dublin Road  
Columbus, OH 43215  
Telephone: 614.488.0400  
Facsimile: 614.488.0401  
murphy@mmb.com

misny@mmb.com

Anthony I. Paronich  
Paronich Law, P.C.  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043  
(508) 221-1510  
anthony@paronichlaw.com

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) Representative Plaintiff and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of applicable law and the Due Process Clause of the U.S. Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Representative Plaintiff and all Settlement Class Members' claims against Defendant. Upon the Effective Date:

a. The Released Parties shall be completely released, acquitted, and forever discharged from the Released Claims.

b. The Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel the Released Claims against Released Parties.

c. All Releasing Parties will be forever barred and enjoined from prosecuting or joining in any action against the Released Parties asserting any Released Claims.

15. As used in this Final Approval Order and Judgment:

a. "Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature

whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown (including Unknown Claims), suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, that arise out of or relate in any way to telephone calls made by or on behalf of Choice Health Insurance, LLC, including but not limited to claims asserting violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (the “TCPA”), any corollary or state laws similar to the TCPA and TSR, or enactment of any other statutory, regulatory or common law claim arising thereunder.

b. “Released Parties” means the Defendant and each of its past, present, and future members, owners, direct and indirect parents, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors,

successors, divisions, joint ventures, or related entities of those companies including, but not limited to, the vendors, subvendors, contractors, subcontractors, and service providers retained to make calls (or which were involved in making calls for another of the Released Parties). In the avoidance of doubt, “Released Parties” does not include Digital Media Solutions, LLC or any of its affiliates (together, “DMS”) or any person or entity that provided leads to DMS that DMS provided to Choice Health Insurance, LLC or Alight Solutions, LLC. The release of any third parties is limited to any actions taken on behalf of Choice Health Insurance, LLC.

c. “Releasing Parties” means Representative Plaintiff and the Settlement Class Members (whether or not such Settlement Class Members submit Claim Forms) and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and all those who claim through them or who assert claims (or could assert claims) on their behalf.

d. “Unknown Claims” means claims that could have been raised in the Litigation and that Representative Plaintiff or any or all other Releasing Parties, or any of them, do not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release the Released Parties



pursuant to the provisions of this Agreement, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, Representative Plaintiff and all other Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Representative Plaintiff and all other Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Representative Plaintiff and the other Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release but that it is their intention to finally and forever to settle and release the Released Claims

pursuant to the provisions of this Agreement, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

16. The Court further adjudges that, upon entry of this Final Approval Order and Judgment, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, executors, administrators, assigns, and anyone claiming by, through, or on behalf of them as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and this Final Approval Order and Judgment in any action or proceeding that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. Representative Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement and each of their predecessors, successors, heirs, executors, administrators, assigns, and anyone claiming by, through, or on behalf of them are permanently barred and enjoined

from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

18. The Court approves payment of attorneys' fees in the amount of \$2,100,000.00 and expenses in the amount of \$25,020.19. This amount shall be paid from the Settlement Sum in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees and expenses, and in response to any timely filed objections thereto, finds the award of attorneys' fees and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable given the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

19. The Court approves the Representative Plaintiff Award in the amount of \$10,000.00 and specifically finds such amount to be reasonable in light of the

services performed by Representative Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Sum in accordance with the terms of the Settlement Agreement.

20. Neither this Final Approval Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement 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 of the validity of any of the Released Claims. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Released Parties. The final approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Representative Plaintiff, the Settlement Class Members, or Defendant.

21. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Approval Order and Judgment. Accordingly, the Clerk is directed to enter this Final Approval Order and Judgment.

22. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

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THE HONORABLE R. AUSTIN HUFFAKER, JR.  
UNITED STATES DISTRICT JUDGE

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Date

# **EXHIBIT 1**

CHOICE HEALTH TCPA SETTLEMENT EXCLUSION REPORT

Postmark Deadline 5/20/24

Name 1	Postmark Date	Received Date	Timely?	Name of the Business	Address	Exclusion Statement	Signed?	Notes	Exclusion ID #
1. Kathryn Bohn Holsomback	3/29/2024	4/5/2024	Y	N/A		Y	Y		502830911
2. Earline Willis	4/1/2024	4/11/2024	Y	N/A		Y	Y		502830912
3. Nancy Jackson	5/13/2024	5/21/2024	Y	N/A		Y	Y		502830913