

EXHIBIT 1

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

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

CIVIL ACTION FILE NO. 23-cv-292-RAH-
KFP

Plaintiff,

v.

CHOICE HEALTH INSURANCE, LLC

Defendant.

_____ /

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made and entered into by and between Representative Plaintiff Juanita Williams (“Representative Plaintiff”), on behalf of herself and the Settlement Class, and Choice Health Insurance, LLC (“Defendant”) to settle and compromise the Litigation and settle, resolve, and discharge the Released Claims, as defined below, according to the terms and conditions herein.

RECITALS

WHEREAS, *Williams v. Choice Health Insurance, LLC*, No. 23-cv-292, was filed May 2, 2023 and is currently pending before the Honorable R. Austin Huffaker, Jr. of the U.S. District Court for the Middle District of Alabama, in which Representative Plaintiff is alleging that Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*

WHEREAS, Defendant denies each and every one of Representative Plaintiff’s allegations of unlawful conduct, damages, or other injuries and maintains that it complied with the TCPA and all applicable laws;

WHEREAS, based upon the investigation and evaluation of the facts and law relating to the matters alleged in the pleadings and motion practice to date, plus the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Representative Plaintiff and Class Counsel have agreed to settle the Litigation and the Released Claims pursuant to the provisions of this Settlement;

WHEREAS, in an effort to facilitate a resolution of the Litigation, the Settling Parties participated in lengthy, arms' length negotiations, including a day long mediation with Hon. Sidney I. Schenkier (Ret.) of JAMS and follow up negotiations;

WHEREAS, the Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement;

NOW THEREFORE, subject to the final approval of the Court as required herein and applicable law and rules, the Settling Parties hereby agree, in consideration of the mutual promises and covenants contained herein, that all Released Claims against any Released Parties shall be settled, compromised, and forever released upon the following terms and conditions:

TERMS AND CONDITIONS OF THE SETTLEMENT

1. DEFINITIONS

1.1 As used herein, the following terms have the meanings set forth below.

1.1.1 "Agreement" or "Settlement Agreement" means this document, including all exhibits.

1.1.2 "Appeal" means a request for appellate review of any order or judgment of the Court entered in this Litigation, including but not limited to appeals as of right, discretionary

appeals, interlocutory appeals, any order reinstating an appeal, and proceedings involving writs of certiorari and/or any proceedings thereon.

1.1.3 “Approved Claim” means a claim submitted by a Class Member that: (a) is received by the Settlement Administrator or postmarked on or before the Claims Deadline; (b) is fully and truthfully completed by a Class Member with all information requested in the Claim Form, and in accordance with the directions on the Claim Form; (c) is signed by the Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Sum under the Agreement and the Final Approval Order and Judgment.

1.1.4 “CAFA Notice” means the notice of this Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Paragraph 6.4.

1.1.5 “Claims Deadline” means the date that is set by the Court approximately sixty (60) days after the Notice Date.

1.1.6 “Claim Form” means the document to be submitted by Claimants seeking payment pursuant to this Settlement, attached as Exhibit A.

1.1.7 “Claim Settlement Payment” means the payment to be made to Class Members who submit Approved Claims.

1.1.8 “Claimant” means a Class Member who submits a Claim Form.

1.1.9 “Settlement Class” means 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.

1.1.10 “Class Counsel” means Murray Murphy Moul & Basil LLP and Paronich Law, P.C.

1.1.11 “Settlement Class Member” or “Class Member”) means a person who falls within the definition of the Settlement Class and who does not timely opt out of the Settlement as set forth in Paragraph 9.4.

1.1.12 “Class List” means the telephone numbers, and all reasonably available demographic information, including names and addresses where available, for the Class Members that Defendant will provide to the Settlement Administrator pursuant to Paragraph 6.5.2.

1.1.13 “Class Period” means from May 2, 2019 through the date of the entry of the Preliminary Approval Order.

1.1.14 “Court” means the U.S. District Court for the Middle District of Alabama.

1.1.15 “Complaint” means the operative complaint in this Litigation at the time the Court enters the Preliminary Approval Order.

1.1.16 “Defendant” means Choice Health Insurance, LLC.

1.1.17 “Defendant’s Counsel” means Jenner & Block LLP.

1.1.18 “Effective Date” means the first date by which the Final Approval Order and Judgment entered pursuant to the Agreement becomes Final. If the settlement contained in this Settlement Agreement is not approved by the Court and does not result in entry of the Final Approval Order and Judgment, or if the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal,

this Agreement will never become effective and will be terminated and cancelled and the Parties will be returned to their positions status quo ante with respect to the Action as if this Agreement had not been entered into.

1.1.19 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses that may be awarded by the Court and that will be paid out of the Settlement Sum.

1.1.20 “Final” means one business day following the later of the following events: (i) the expiration of the time to file a motion to alter or amend a judgment under Fed. R. Civ. P. 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to file an Appeal of the Final Approval Order and Judgment entered pursuant to this Agreement has passed without any Appeal having been taken; and (iii) the resolution of any such Appeal in a manner that does not reverse or vacate the Final Approval Order and Judgment and in a manner that permits the consummation of the Settlement substantially in accordance with the terms and conditions of this Agreement. Any proceeding or order, or any Appeal pertaining solely to any request or order regarding the Fee Award will not in any way delay or preclude the Final Approval Order and Judgment from becoming Final.

1.1.21 “Final Approval Hearing” means the final hearing, held after the Preliminary Approval Order is entered and Class Members have been given reasonable notice and an opportunity to object or to exclude themselves from the Settlement, at which the Court will determine whether to finally approve the Settlement and to enter the Final Approval Order and Judgment.

1.1.22 “Final Approval Order and Judgment” means an order and judgment in the form of Exhibit D, providing for, among other things, final approval of the Settlement and entry of judgment.

1.1.23 “Litigation” means *Williams v. Choice Health Insurance, LLC*, No. 23-cv-292, currently pending in the U.S. District Court for the Middle District of Alabama.

1.1.24 “Notice” means a document substantially in the form of Exhibit B, and “Summary Notice” means a document substantially in the form of Exhibit C, to be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Settlement Class of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement, and their options with respect thereto.

1.1.25 “Notice Date” means the last date by which the Notice is first disseminated by mail pursuant to the Notice Plan.

1.1.26 “Notice Plan” shall mean the proposed plan of disseminating to Settlement Class Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

1.1.27 “Opt-Out Deadline” means the date set by the Court for Settlement Class Members to opt-out of or object to the Settlement that is approximately sixty (60) days after the Notice Date.

1.1.28 “Parties” means, collectively, Representative Plaintiff and Defendant.

1.1.29 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees.

1.1.30 “Preliminary Approval Order” means an order in the form of Exhibit E, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Class according to the Notice Plan.

1.1.31 “Released Claims” shall mean 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.

1.1.32 “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 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.

1.1.33 “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.

1.1.34 “Representative Plaintiff” means Plaintiff Juanita Williams.

1.1.35 “Representative Plaintiff Award” means the proposed amount of ten thousand dollars (\$10,000) to be paid to the Representative Plaintiff upon Court approval in return for her services to the Settlement Class.

1.1.36 “Settlement” means the settlement set forth in this Agreement.

1.1.37 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator administering this Settlement, including in providing notice, providing CAFA Notice, processing claims, administering the Settlement, and mailing checks for Approved Claims. All Settlement Administration Expenses shall be paid exclusively from the Settlement Sum and all sums advanced by Defendant toward Settlement Administration Expenses before the Funding Date, if any, shall be deducted from the Settlement Sum.

1.1.38 “Settlement Administrator” means AB Data, Ltd.

1.1.39 “Settlement Sum” means the total amount up to \$7,000,000 to be made available by Defendant pursuant to the terms of this Agreement. The Settlement Sum represents the maximum possible payment by Defendant under this Agreement from which payments for all (a) Approved Claims to Settlement Class Members, (b) Settlement Administration Expenses, (c) any Fee Award, and (d) any Representative Plaintiff Award will be made.

1.1.40 “Settling Parties” means, collectively, Defendant, Representative Plaintiff, and all Settlement Class Members.

1.1.41 The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2. DENIAL OF WRONGDOING AND LIABILITY

2.1 Defendant denies the material factual allegations and legal claims asserted by Representative Plaintiff in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Further, Defendant maintains that it has strong, meritorious defenses to the claims alleged in the Litigation and that it was prepared to vigorously defend all aspects of the Litigation.

2.2 This Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it (collectively, the “Settlement Proceedings”) are not to be construed as or deemed to be evidence of any admission or concession by any of the Parties regarding liability, damages, or the appropriateness of class

treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

3. THE BENEFITS OF SETTLEMENT

3.1 Class Counsel and Representative Plaintiff recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation against Defendant through trial and appeals. Class Counsel also has taken into account the strength of Defendant's defenses on the merits and to class certification and the uncertain outcome and risks of litigation, especially in complex actions such as this one, and the inherent delays in such litigation. Class Counsel believes that the proposed Settlement confers substantial benefits upon the Settlement Class. Based on their evaluation of all of these factors, Representative Plaintiff and Class Counsel have determined that the Settlement is in the best interests of Representative Plaintiff and the Settlement Class.

4. SETTLEMENT TERMS

4.1 Defendant shall have no responsibility to segregate or escrow any funds to account for the Settlement Sum, and under no circumstances shall Defendant be required to provide settlement funding or pay any attorneys' fees, out-of-pocket expenses, costs, class representative or incentive awards, settlement administration expenses, or payments to Settlement Class Members that, taken together, exceed \$7 million. Defendant will fund the Settlement Sum as follows: (a) within 15 days of the Effective Date, Defendant shall pay to Class Counsel the Fee Award and the Representative Plaintiff Award and shall pay to the Settlement Administrator the Settlement

Administration Expenses invoiced as of that date; (b) within 15 days of the Settlement Administrator's transmission of its final report listing all approved and rejected Claims as described in Paragraph 4.2.5, shall pay to the Settlement Administrator the total amount required to pay all Approved Claims; and (c) thereafter shall pay the Settlement Administrator for any unpaid Settlement Administration Expenses as those unpaid amounts are invoiced.

4.2 Payment to Class Members

4.2.1 Each Class Member shall be entitled to submit one claim per telephone number on the Class List.

4.2.2 Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims, including, but not limited to, verifying claimed calls with information provided by the Defendant. No fraudulent claim or other claim except a claim containing all required components—including the signature of a valid Class Member and a claim ID— shall be an Approved Claim.

4.2.3 Within ten (10) business days after the Claims Deadline, the Settlement Administrator will submit to Class Counsel and Defendant's Counsel a report listing all initially approved and initially rejected Claims, and making available to Class Counsel and Defendant's Counsel all of the Claim Forms at issue, and any other information that the Settlement Administrator utilized to approve or reject such Claims.

4.2.4 Class Counsel and Defendant's Counsel shall each have ten (10) business days after the date they receive the Settlement Administrator's report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims, and to submit any such challenge in writing to the Settlement Administrator and the other

counsel. Counsel shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims.

4.2.5 Thirty (30) days after it submits to Class Counsel and Defendant's Counsel the initial report described above, the Settlement Administrator shall submit to Counsel for the Parties a final report listing all approved and rejected Claims.

4.2.6 Claim Settlement Payments will be made to Class Members who timely submit a valid Claim Form by the Claims Deadline.

4.2.7 Each Class Member who makes an Approved Claim shall be entitled to a Claim Settlement Payment in an amount not to exceed \$33.79. In the event that the total amount of Claim Settlement Payments for Approved Claims plus the amounts required to pay Fee Award, the Representative Plaintiff Award, and Settlement Administration Expenses would exceed the Settlement Sum, the amount of each Claim Settlement Payment shall be reduced *pro rata* so that the Settlement Sum is sufficient to pay Claim Settlement Payments, the Representative Plaintiff Award, and Settlement Administration Expenses.

4.2.8 Payments will be made directly to the Class Member by the Settlement Administrator.

4.3 Subject to Court approval, the Representative Plaintiff shall be paid a Representative Plaintiff Award in the amount of \$10,000 out of the Settlement Sum in recognition of her service to the Settlement Class. In the event the Court approves the Settlement, but does not approve the Representative Plaintiff Award, the Settlement will nevertheless be binding on the Parties and the Class Members.

4.4 Without admission of guilt, and as further non-monetary relief to the class, Defendant has also agreed to terminate its relationship with Digital Media Solutions, LLC that sold it the class member data used to make the calls at issue.

5. ATTORNEYS' FEES, EXPENSES, AND COSTS

5.1 Class Counsel shall apply to the Court for attorneys' fees of up to 30% of the Settlement Sum and documented and reasonable out-of-pocket expenses and costs not to exceed \$35,000. Class Counsel's application for fees, expenses, and costs shall be filed no later than thirty days after the Notice Deadline. Any Fee Award approved by the Court shall be paid solely out of the Settlement Sum and shall not increase Defendant's total financial liability with respect to this Agreement or Settlement.

5.2 In the event the Court approves the Settlement, but declines to award a Fee Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and the Class Members.

5.3 Defendant shall have no liability to Class Counsel or any other Person arising from any claim regarding the division of the Fee Award between and among Class Counsel or any other counsel who may claim entitlement to any portion of the Fee Award.

5.4 The Fee Award, if approved by the Court, shall be paid by wire transfer from Defendant with fifteen (15) business days following the Effective Date, provided that the law firm or attorney being paid has executed and provided to Defendant a Form W-9.

5.5 The Court shall retain jurisdiction of any dispute regarding the Fee Award and any repayment of any amount of the Fee Award.

6. ADMINISTRATION AND NOTICE

6.1 All costs and expenses of administering the Settlement and providing reasonable Notice in accordance with the Preliminary Approval Order shall be paid out of the Settlement Sum, including the cost of CAFA Notice.

6.2 Responsibilities of Settlement Administrator

6.2.1 The Settlement Administrator will facilitate the notice process by assisting the Parties in the implementation of the Notice Plan, as well as CAFA Notice.

6.3 Class Settlement Website

6.3.1 The Settlement Administrator will create and maintain the Class Settlement Website, to be activated within thirty (30) days of Preliminary Approval. The Settlement Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties. The Class Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, the Long-Form Notice in the form attached hereto as Exhibit B, subject to Court modification and/or approval, the Claim Form, and the Preliminary Approval Order. Copies of the Summary Notice, Long-Form Notice, and Claim Form translated into Spanish will also be made available on the Settlement Website. Class Members shall have the option to file a claim electronically using the Class Settlement Website.

6.3.2 The Class Settlement Website will terminate (be removed from the internet) and no longer be maintained by the Settlement Administrator thirty (30) days after either (a) the Effective Date or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full, if the Settlement is terminated or otherwise not approved in full. The Settlement

Administrator may destroy documents generated in the administration of the Settlement one year after the void date on settlement checks.

6.3.3 All costs and expenses related to the Class Settlement Website shall constitute Settlement Administration Expenses and shall be paid out of the Settlement Sum.

6.4 CAFA Notice

6.4.1 The Parties agree that the Settlement Administrator shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than 10 days after the filing of this Settlement Agreement with the Court.

6.4.2 All costs and expenses related to the CAFA Notice shall constitute Settlement Administration Expenses and shall be paid out of the Settlement Sum.

6.4.3 The Settlement Administrator will file a certification with the Court stating the date(s) on which the CAFA Notices were sent. Each Party will provide the other Parties with any substantive responses received in response to any CAFA Notice.

6.5 Notice Plan

6.5.1 The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the U.S. Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.5.2 Defendant shall provide the telephone numbers, and all reasonably available demographic information including addresses where available, for the Class Members to the Settlement Administrator within five (5) calendar days after the Court enters the Preliminary Approval Order or as soon as reasonably possible.

6.5.3 Subject to Court approval, within thirty (30) days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall send direct notice substantially in the form of the Summary Notice in Exhibit C, as modified and/or approved by the Court, via U.S. Postal Service, to Class Members for whom the Parties identify addresses or for whom the Administrator can identify addresses. The Administrator shall use up to three data vendors to try to identify addresses if necessary. No other notice to Class Members is contemplated or permitted by the parties except as set forth in this Agreement and approved by the Court.

6.5.4

7. CLAIMS PROCESS

7.1 Submission of Claims. Class Members must timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit A, as approved by the Court, by the Claims Deadline. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or electronically via the Settlement Website, by the Claims Deadline and contain a valid Claim ID. Regardless of the manner in which it is submitted, a valid Claim Form means a Claim Form containing all required information, including a valid, unique claim identification number to be assigned by the Settlement Administrator, which is signed by a Class Member and is timely submitted. Any Claim Form which is not timely submitted shall be denied. In the event a Class Member submits a Claim Form by the Claims Deadline but the Claim Form is not complete, then the Settlement Administrator shall give such Class Member a reasonable opportunity to provide any requested missing information. For any Class Member who submits a Claim Form determined by the Settlement Administrator to be incomplete, the Settlement Administrator may mail a notice directly to such Class Member, notifying him or her

of the missing information and providing him or her with an opportunity to cure (the “Cure Notice”). Class Members must cure incomplete claims on or before the Effective Date.

7.2 Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form, and any Claim Form submitted that does not meet the requirements of this Agreement is not eligible to be an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall deny Claim Forms where there is evidence of abuse, fraud, or duplication. The Settlement Administrator’s decisions regarding the Claimant’s eligibility for a claims payment shall be final, assuming the Settlement Administrator applies reasonable practices to assure that no invalid, incomplete, untimely or fraudulent claims are treated as Approved Claims. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator’s conduct, omissions, or actions.

7.3 Payment of Claims. Within one hundred and twenty (120) days after the later of (i) the final determination by the Settlement Administrator of the number of Approved Claims, and (ii) the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Sum all Approved Claims by check made payable to the Class Member submitting each Approved Claim, and shall mail the checks via first-class mail.

7.4 All payments to Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that any checks to Class Members expire and become null and void, the Settlement Administrator shall distribute the funds associated with those checks on a per claim basis to Class Members who submitted an Approved Claim and who cashed their

Settlement Claim Payments. In the event that the Settlement Administration Expenses associated with the redistribution together with the amount to be redistributed would exceed the funds in the Settlement Sum, the amount of the redistribution will be reduced by each Class Member's share of Settlement Administration Expenses associated with the redistribution so that the Settlement Sum is exhausted but not exceeded. Any remaining monies shall after the redistribution shall be paid to Defendant.

7.5 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

8. RELEASES

8.1 Upon entry of the Final Approval Order and Judgment, Representative Plaintiff, each Class Member, and the other Releasing Parties will be deemed to have, and by operation of the Final Approval Order and Judgment will have, fully, finally, and forever released, relinquished, and discharged each of the Released Parties from all Released Claims, including Unknown Claims.

8.2 "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.

8.3

8.4 This Settlement Agreement shall be given full force and effect according to each and all of its terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from, or are in any way connected with the Released Claims.

8.5 Upon entry of the Final Approval Order and Judgment, Representative Plaintiff, any Class Member who does not Opt Out as set forth in Paragraph 9.4, and all other Releasing Parties are hereby barred against continuing or bringing any action against any of the Released Parties for any of the Released Claims, regardless of whether such action was commenced prior to

the Final Approval Order and Judgment. Additionally, Representative Plaintiff and Class Members agree and covenant, and each Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

9. APPROVAL PROCESS

9.1 Court Approval

9.1.1 Class Counsel shall submit the Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, enter the a Preliminary Approval Order, and schedule a hearing on whether the Settlement should be granted final approval (collectively, “Motion for Preliminary Approval”).

9.1.2 In the Motion for Preliminary Approval, Class Counsel shall request that the Court allow for a period of no less than ninety (90) days between entry of the Preliminary Approval Order and the Final Approval Hearing and that the Court schedule a Final Approval Hearing for a date no less than ninety (90) days from entry of the Preliminary Approval Order.

9.1.3 The date the Motion for Preliminary Approval is filed is the date by which the Settlement shall be deemed “filed” within the meaning of 28 U.S.C. § 1715.

9.1.4 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

9.1.5 If the Court does not enter the Preliminary Approval Order or the Final Approval Order and Judgment or if the Final Approval Order and Judgment is reversed or vacated

by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award to Class Counsel or the Representative Plaintiff Award, including any decision by any court to award less than the amounts sought, shall not prevent the Agreement from becoming effective, prevent the Final Approval Order and Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

9.2 Procedures for Objecting to the Settlement

9.2.1 Class Members shall have the right to appear and show cause, if they have any reason why the terms of this Agreement should not be given final approval, subject to each of the sub-provisions contained in this paragraph. Any objection to this Settlement Agreement, including any of its terms or provisions, must be in writing, filed with the Court or mailed to the Clerk's Office of the United States District Court for the Middle District of Alabama, One Church Street, Montgomery, AL 36104, by no later than the Opt-Out Deadline. Class Members may object either on their own or through an attorney hired at their own expense.

9.2.2 Any objection regarding or related to the Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Williams v. Choice Health Insurance LLC*, No. 23-cv-292" and also shall contain the following information: (i) the objector's name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector with respect to the objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Class Member, including the phone number(s) at which he or she received call(s) covered by this

Settlement; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector's attorney (if applicable) has objected to a proposed class action settlement. If an objecting party chooses to appear at the hearing, no later than the Opt-Out Deadline, a notice of intention to appear, either in person or through an attorney, must be filed with the Court and list the name, address, and telephone number of the person and attorney, if any, who will appear.

9.2.3 A Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only those matters that were set forth in the timely and validly submitted written objection filed by such Class Member. No Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in his/her written objection, but failed to do so, and all objections to the Settlement Agreement that are not set forth in a timely and validly submitted written objection will be deemed waived.

9.2.4 If a Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. Representative Plaintiff or Defendant or both may take discovery regarding any objector, their attorney (if applicable), and the basis of any objection, subject to Court approval.

9.2.5 Any Class Member who fails to comply with the applicable provisions of the preceding paragraphs concerning their objection shall waive and forfeit any and all rights he

or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Litigation. By filing an objection, objectors and their counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

9.3 Right to Respond to Objections

9.3.1 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand, overnight delivery, or email to the objector (or counsel for the objector).

9.4 Opt Outs

9.4.1 Any Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the Class Member, and must include the Class Member’s name, address, and the telephone number that allegedly received a call made by or on behalf of Defendant during the Settlement Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Class and shall be bound as a Class Member by

the Court's Orders in this Litigation and by this Agreement, if approved. The request for exclusion must be personally signed by the Class Member. So-called "mass" or "class" opt-outs shall not be allowed.

9.4.2 Any Person in the Class who submits a request for exclusion may not file an objection to the Settlement. If a Class Member submits a written request for exclusion pursuant to Paragraph 9.4 above, he or she shall be deemed to have complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

9.4.3 After Notice is disseminated and at least fifteen (15) days prior to the Final Approval Hearing, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment in the form of Exhibit D, which will (among other things):

- (i) find that the Court has personal jurisdiction over all Class Members and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- (ii) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and the Releasing Parties;
- (iii) find that the Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the

- circumstances, to apprise members of the Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- (iv) dismiss the Action (including all individual claims and Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement; incorporate the releases set forth above in Paragraph 8, make those releases effective as of the date of the Final Approval Order and Judgment; and
- (v) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Class Members from filing, commencing, continuing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

10. TAXES

10.1 Class Members, Representative Plaintiff, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

10.2 Expenses Paid from Fund. Any expenses reasonably incurred by the Settlement Administrator in carrying out its duties, including fees of accountants, will be paid from the

Settlement Sum.

10.3 Responsibility for Taxes on Distribution. Any Person that receives a distribution from the Settlement Sum will be solely responsible for any taxes or tax-related expenses owed or incurred by reason of that distribution. Such taxes and tax-related expenses will not be paid from the Settlement Sum.

10.4 Payment Not Directed By or Incurred to Government: For purposes of assessing deductibility of any amounts to be paid by Defendant under the Settlement Agreement, it is expressly acknowledged by the Parties that such payments are not made or incurred (whether by suit, agreement, or otherwise) to, or at the direction of, a government or governmental entity in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law, as contemplated by 26 U.S.C. § 162(f)(1).

11. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

11.1 The Effective Date of this Agreement shall be the date defined in Paragraph 1.1.17.

11.2 Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (A) execution of this Agreement by Defendant, Representative Plaintiff, and Class Counsel.
- (B) entry of the Preliminary Approval Order.
- (C) sending of the notices described herein.
- (D) entry of the Final Approval Order and Judgment.
- (E) the occurrence of all other circumstances necessary for the Effective Date to arise.

11.3 The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Representative Plaintiff or any third party.

11.4 If this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of the date of the filing of the motion for preliminary approval. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

11.5 The Parties agree to request a stay of the Litigation pending approval of the Settlement.

12. MISCELLANEOUS PROVISIONS

12.1 Cooperation of the Parties: The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative

or actual Class Members. Class Counsel recognize that they have an obligation to support the Settlement and to seek the Court's approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

12.2 Resolution of Dispute without Admission: The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense.

12.3 Use In Subsequent Proceedings: Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file this Agreement and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those 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.

12.4 Confidential Information: All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement. All class member identification information supplied to, or generated by, the Settlement Administrator in furtherance of this Agreement will be treated as confidential.

12.5 Incorporation of Exhibits: Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

12.6 Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

12.7 Integration: This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

12.8 Class Counsel's Authority: Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Class.

12.9 Parties' Authority: Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

12.10 Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

12.11 No Prior Assignments: Representative Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

12.12 Binding on Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Class Members.

12.13 Interpretation: None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

12.14 Governing Law: This Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Alabama without giving effect to that state's choice-of-law principles.

12.15 Headings: The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.16 No Waiver: The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.17 Publicity and Confidentiality. Neither the Parties nor their counsel will initiate any public statement intended to be disseminated through the press, internet, television, radio, or other media that includes an opinion or editorial comment about the effect of the Settlement or the merits of any Parties' positions in the Litigation. This provision does not apply to any communications between any Class Member and Class Counsel or any communications with the Court. Defendant shall be permitted to respond to requests for comment—in its sole discretion—if any such requests are initiated.

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of February
____, 2024.

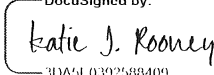

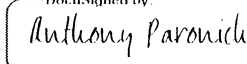
| | |
|--------------------------------|--|
| Dated: 2/12/2024 1:07 PM CST | DocuSigned by:  30A5E 0392588409 _____ on Behalf of Defendant Choice Health Insurance LLC |
| Dated: 02/08/2024 |  _____ Juanita Williams as Representative Plaintiff |
| Dated: 2/13/2024 | DocuSigned by:  4E3B31D9A21181A7 _____ Anthony Paronich of Paronich Law as Class Counsel |

EXHIBIT A

CLAIM FORM

Section I - Instructions

This Form must be received by the Settlement Administrator no later than [Month] [Day], [Year].

This Claim Form may be submitted in one of two ways:

- 1. Electronically through www.[xxx].com.
2.
3. Mail to: Choice Health TCPA Settlement, c/o ____, [Address], [City] [State], [Zip Code].

To be effective as a Claim under the proposed settlement, this form must be completed, signed, and sent, as outlined above, no later than [Month] [Day], [Year]. If this Form is not postmarked or submitted by this date, you will remain a member of the Class but will not receive any payment from the Settlement.

Section II - Class Member Information

Claimant Name (Required):

Grid for Claimant Name input

Claimant Identification Number (Required):

Grid for Claimant Identification Number input

Current Contact Information

Street Address (Required):

Grid for Street Address input

City (Required):

State (Required):

Zip Code (Required)

Grid for City, State, and Zip Code input

Preferred Phone Number (Required):

Grid for Preferred Phone Number input

Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your Claim. Provision of your email address is optional. By providing contact information, you agree that the Settlement Administrator may contact you about your Claim.

Section III - Confirmation of Class Membership

Telephone Number(s) for which you were the regular user or subscriber from May 2, 2019 through [preliminary approval date]:

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Section IV – Required Affirmations

IF SUBMITTED ELECTRONICALLY:

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at www.[xxxx].com or by writing the Settlement Administrator at the email address [xxxx]@[xxxx].com or the postal address [Address], [City], [State] [Zip Code]. Checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I agree that, by submitting this Claim Form, the information in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review. I am aware that I can obtain a copy of the full notice and Settlement Agreement at www.[xxxx].com or by writing the Settlement Administrator at the email address [xxxx]@[xxxx].com or the postal address [Address], [City], [State] [Zip Code].

Dated: _____ Signature: _____

SETTLEMENT ADMINISTRATOR ADDRESS (where to send the completed form if submitting by mail):

Choice Health TCPA Settlement, c/o _____, [Address], [City], [State] [Zip Code].

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA

Juanita Williams v. Choice Health Insurance, LLC, No 23-cv-292

If you received a telemarketing call from Choice Health, you may be entitled to a payment from a class action settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- Call records indicate that you may be affected by a Settlement¹ of a class action lawsuit claiming that Defendant Choice Health Insurance, LLC (“Choice Health”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”). Choice Health denies that it violated the law.
- The lawsuit is called *Juanita Williams v. Choice Health Insurance, LLC*, Case. No 23-cv-292. Judge R. Austin Huffaker, Jr. decided that this settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.
- The Settlement offers payments to Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|--|
| SUBMIT A CLAIM FORM | If you are a member of the Class, you must submit a completed Claim Form to receive a payment of up to \$33.79 per claimant. If the Court approves the Settlement and it becomes final and effective, and you remain in the Class, you will receive your payment by check. |
| EXCLUDE YOURSELF | You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement. |
| OBJECT | Write to the Court and appear at a hearing if you do not like the Settlement. |
| DO NOTHING | You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Choice Health about the claims in this case. |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

WHAT THIS NOTICE CONTAINS

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

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- 2. What is this litigation about?
- 3. What is the Telephone Consumer Protection Act?
- 4. Why is this a class action?
- 5. Why is there a settlement?

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- 7. What if I am not sure whether I am included in the Settlement?

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- 9. How do I file a Claim?
- 10. When will I receive my payment?

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- 21. Do I have to attend the hearing?
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GETTING MORE INFORMATION.....PAGE 7

- 24. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below. Judge R. Austin Huffaker, Jr. of the United States District Court for the Middle District of Alabama is overseeing this class action. The lawsuit is called *Williams v. Choice Health Insurance, LLC*, No. 23-cv-292 (M.D. Ala.).

2. What is this lawsuit about?

Plaintiff Williams claims that Choice Health violated the Federal Telephone Consumer Protection Act (TCPA) by making unsolicited telemarketing calls to numbers on the National Do Not Call Registry. Choice Health denies these allegations.

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

In a class action, one or more people called “class representatives” (in this case, Juanita Williams) sue on behalf of a group of people who may have similar claims. The people together are a “class” or “class members.” The individual who sues—and all the class members like them—is called the plaintiff. The company that they sue (in this case, Choice Health) is called the Defendant. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

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

5. Why is there a settlement?

The Court has not found in favor of Plaintiff or Choice Health. Instead, the parties have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Class Members will receive the benefits described in this notice. Choice Health denies all legal claims in this case, but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the class and included in the settlement?

The Settlement includes the following class that the Court certified: 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.

You may be part of the class if you received a telemarketing call from Choice Health and:

- Your name and phone number appeared in calling records obtained for this case, in which case you may have received a notice postcard from the settlement administrator.
- Even if you did not get a postcard, you may still be part of the class if your cell phone number appears in the calling records obtained for this case. If you would like to check your cell phone number against the calling records, please call the Settlement Administrator at [###-#####] and provide your name, cell phone number, and a current email.

7. What if I'm still not sure if I am included?

If you are still not sure whether you are included, you can call the *Williams v. Choice Health Insurance, LLC* Settlement Administrator at [###-#####]. Or you can get free help by calling the lawyers in this case at the phone number listed in question 24.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Choice Health has agreed to a Settlement Sum of \$7,000,000. The Settlement Sum will be used to pay all settlement costs, including settlement administration costs, any attorneys' fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed thirty-three dollars and seventy-nine cents (\$33.79). In the event that claims exceed a certain threshold the amount will be reduced to ensure that sufficient funds are available to pay all Approved Claims. Only Approved Claims will be paid. Only one claim per Class Member per telephone number on the Class List will be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery.

Choice Health has also agreed to terminate its relationship with the vendor that sold it the class member data used to make the calls at issue, Digital Media Solutions.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.xxxxx.com, send it by email to xxxx@xxxx.com, or send it by U.S. Mail to the address below. The deadline to file a Claim online or by email is **11:59 p.m. PST on DATE**.

Claim Forms submitted by mail must be postmarked on or before **DATE** to:

Choice Health Settlement Administrator
PO Box XXX, City, State XXXXX-XXXX

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Choice Health on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting-out” of the Class.

11. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Choice Health Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

Your request to be excluded from the Settlement must be personally signed by you, be dated, include your full name (or, if a business, business name), address, and the telephone number that allegedly received calls from Choice Health during the Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Agreement. Absent excluding yourself or “opting-out” you are otherwise a member of the Class.

Your exclusion request must be postmarked no later than **DATE**. You cannot ask to be excluded on the phone, by email, or at the website. Opt outs must be made individually and cannot be made on behalf of other members of the Class.

12. If I do not exclude myself, can I sue the defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Choice Health or any of the Released Parties for the claims that the Settlement resolves. You must exclude yourself from this Settlement to pursue your own lawsuit.

13. What am I giving up to stay in the settlement?

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Choice Health or any of the Released Parties asserting any of the Released Claims, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.xxxxx.com. The Settlement Agreement provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Sum if you exclude yourself from the Settlement.

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Murray Murphy Moul + Basil LLP and Paronich Law to represent the Class. They are called “class counsel.” They are experienced in handling similar class action cases. More information about these lawyers, their law firms, and their experience is available at www.paronichlaw.com.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because class counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay class counsel, or anyone else, to participate. Instead, Class Counsel intend to request attorneys’ fees in an amount not to exceed one-third of the Settlement Sum, plus reimbursement of out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Sum. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT**18. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Class (and do not exclude yourself from the Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A caption or title that identifies it as “Objection to Class Settlement in *Juanita Williams v. Choice Health Insurance, LLC*, Case. No 23-cv-292. (M.D. Al.)”;
- 2) Your name, address, and telephone number;
- 3) The name, address, and telephone number of any attorney for you with respect to the objection;
- 4) The factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Class Member, including the phone number(s) at which you received call(s) covered by this Settlement;
- 5) Identification of the case name, case number, and court for any prior class action lawsuit in which you and/or your attorney (if applicable) has objected to a proposed class action settlement; and
- 6) Submit yourself immediately to discovery and/or deposition by the parties.

If you wish to object, you must file your objection with the Court by (a) using the Court’s electronic filing system, (b) mailing it to the Clerk’s Office of the United States District Court for the Middle District of Alabama, One Church Street, Montgomery, AL 36104, or (c) filing it in person at that location. Your objection must be filed and/or postmarked by **DATE**.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys' fees and Expenses ("Final Approval Hearing").

20. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing on **DATE at TIME**, in **ADDRESS**. The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check www.xxxxxTCPAsettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and Expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected and you so choose. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Class and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

24. Where do I get more information?

For more information, call the Settlement Administrator at 1-____-____-____, write to the Settlement Administrator, [address], or call Class Counsel at 1-____-____-____. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.xxxxxTCPAsettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA

Juanita Williams v. Choice Health Insurance, LLC, No 23-cv-292

If you received a telemarketing call from Choice Health, you may be entitled to a payment from a class action settlement.

*A court authorized this notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

Call records indicate that you may be affected by a Settlement² of a class action lawsuit claiming that Defendant Choice Health, LLC (“Choice Health”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”). Choice Health denies that it violated the law.

The lawsuit is called *Juanita Williams v. Choice Health Insurance, LLC* Case. No 23-cv-292 (M.D. Al.). Judge R. Austin Huffaker, Jr. decided that this settlement should be a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.

The Settlement offers payments to Class Members who file valid Claims. Your legal rights are affected whether you act or do not act. Read this notice carefully.

Who’s Included? The Settlement includes the following class that the Court certified: 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.

You are receiving this notice because your name and phone number appeared in calling records obtained for this case.

What are the Settlement Terms? Choice Health has agreed to a Settlement Sum of \$7,000,000. The Settlement Sum will be used to pay all settlement costs, including settlement administration costs, any attorneys’ fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed thirty-three dollars and seventy-nine cents (\$33.79). In the event that claims exceed a certain threshold, the amount will also be reduced to ensure that sufficient funds are available to pay all Approved Claims. Only Approved Claims will be paid. Only one claim per telephone number will be validated and deemed an Approved Claim.

² Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

Choice Health has also agreed to terminate its relationship with the vendor that sold it the class member data used to make the calls at issue. Digital Media Solutions.

How can I get a Payment? By completing the Claim Form attached to this notice and submitting it by U.S. mail to the Settlement Administrator at the address on the Claim Form. You may also download or file a Claim Form online at www.xxxxxTCPAsettlement.com or by email to xxxx@xxxx.com. If you send in a Claim Form by regular mail, it must be postmarked on or before **DATE**. The deadline to file a Claim Form online or by email is **11:59 p.m. PST on DATE**.

What are my Other Options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE** by sending the Settlement Administrator a letter that complies with the procedure set forth in the Settlement, available at the settlement website. If you do not exclude yourself, you can share in the Settlement Sum by completing and submitting a Claim Form, and you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. Even though you submit a Claim Form, you may object to the Settlement by **DATE** by complying with the objection procedures detailed in the Settlement. The Court will hold a Final Approval Hearing on **DATE** to consider whether to approve the Settlement and a request for attorneys' fees not to exceed one third of the Settlement Sum and reimbursement of Expenses. If you properly object, you may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. For more information, call the Settlement Administrator or visit the Settlement Website.

www.xxxxxTCPAsettlement.com

(xxx) xxx-xxxx

EXHIBIT D

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

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

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

CLASS ACTION

Plaintiff,

v.

CHOICE HEALTH INSURANCE, LLC,

Defendant.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff'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 _____, 2024, 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 _____, 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 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.

17. 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.

18. 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.

19. The Court approves payment of attorneys' fees and expenses in the amount of \$ _____. 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.

20. The Court approves the Representative Plaintiff Award in the amount of _____, 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.

21. 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.

22. 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.

23. 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.

ENTERED:

Honorable R. Austin Huffaker, Jr.

Date

EXHIBIT E

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

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

Plaintiff,

v.

CHOICE HEALTH INSURANCE, LLC,

Defendant.

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

CLASS ACTION

PRELIMINARY APPROVAL ORDER

This Court has reviewed the motion for preliminary approval of class settlement filed in this action, including the Class Action Settlement Agreement (“Settlement Agreement”).¹ Based on this review and the findings below, the Court finds good cause to grant the motion.

FINDINGS:

1. The Court hereby preliminarily approves the Settlement Agreement and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing.

2. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement Agreement and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Settlement Agreement.

3. The Claim Form, Long-Form Notice, and Summary Notice (all attached to the Settlement Agreement), and their manner of transmission, comply with Rule 23 and due process

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

because the notices and forms are reasonably calculated to adequately apprise Class Members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, exclude themselves from the settlement, or object to the settlement.

4. For settlement purposes only, the Class is so numerous that joinder of all Class Members is impracticable.

5. For settlement purposes only, Representative Plaintiff's claims are typical of the Settlement Class Members' claims.

6. For settlement purposes only, there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual Settlement Class Members.

7. For settlement purposes only, class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

8. **Settlement Approval.** The Settlement Agreement, including the Claim Form, Long-Form Notice, and Summary Notice attached to the Settlement Agreement as Exhibits A-C are preliminarily approved.

9. **Appointment of the Settlement Administrator and the Provision of Class Notice.** AB Data, Ltd. is appointed as the Settlement Administrator. The Settlement Administrator will notify Class Members of the settlement in the manner specified in the Settlement Agreement. The Court further finds that the Notice Plan described in the Settlement Agreement is the best practicable under the circumstances. The Notice Plan is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the

Litigation, certification of a Settlement Class, the terms of the settlement, Class Counsel's fee application, the Representative Plaintiff Award sought, the claim process, and their rights to opt out of the Settlement Class or object to the settlement. The Notices and Notice Plan constitute sufficient notice to all persons entitled to notice. The Notices and Notice Plan satisfy all applicable requirements of law, including but not limited to Federal Rule of Civil Procedure 23 and the Constitutional requirement of due process.

10. Claim for a Settlement Award. Class Members who want to receive an award under the Settlement Agreement must accurately complete and submit a Claim Form to the Settlement Administrator by 60 days after the Notice Date.

11. Objection to Settlement. Any Class Member who has not submitted a timely written exclusion request pursuant to paragraph 13 below and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Fee Award, or the payment to Representative Plaintiff must deliver written objections to the Court no later than the Opt-Out Deadline. Written objections must be in writing, filed with the Court or mailed to the Clerk's Office of the United States District Court for the Middle District of Alabama, One Church Street, Montgomery, AL 36104, by no later than the Opt-Out Deadline. Any objection regarding or related to the Settlement Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Williams v. Choice Health Insurance LLC*, No. 23-cv-292" and also shall contain the following information: (i) the objector's name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector with respect to the objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Class Member, including the phone number(s) at which he or she received call(s) or text(s) covered by the Settlement Agreement; and (iv)

identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector's attorney (if applicable) has objected to a proposed class action settlement. If an objecting party chooses to appear at the hearing, no later than the Opt-Out Deadline, a notice of intention to appear, either in person or through an attorney, must be filed with the Court and list the name, address, and telephone number of the person and attorney, if any, who will appear.

12. Failure to Object to Settlement. Settlement Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

13. Requesting Exclusion. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Settlement Agreement. Individual requests for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the Class Member, and must include the Class Member's name, address, and the telephone number that allegedly received a call made by or on behalf of Defendant during the Settlement Class Period, and must clearly state that the Person wishes to be excluded from the Litigation and the Settlement Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person serving such a request shall be a member of the Settlement Class and shall be bound as a Class Member by the Court's Orders in this Litigation and by the Settlement Agreement, if approved. The

request for exclusion must be personally signed by the Class Member. So-called “mass” or “class” opt-outs shall not be allowed.

14. Provisional Certification. The Settlement Class is provisionally certified as “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.”

15. Conditional Appointment of Class Representative and Class Counsel. Plaintiff is conditionally certified as the class representative to implement the Parties’ settlement in accordance with the Settlement Agreement. The law firms of Murray Murphy Moul + Basil LLP and Paronich Law, P.C. are conditionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the Class’s interests.

16. Stay of Other Proceedings. The Court hereby orders that any actions or proceedings in any court in the United States involving any Released Claims asserted by any Releasing Parties, except any matters necessary to implement, advance, or further the approval of the Settlement Agreement are stayed pending the Final Approval Hearing and issuance of any final order and judgment.

17. Termination. If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Representative Plaintiff and Class Counsel will stop functioning as the class representative and class counsel, respectively, except to the extent previously appointed by the Court; and (c) this Litigation will

revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, other than as to payments made to, or owed for work already incurred by, the Settlement Administrator. Neither the settlement nor this Order will waive or otherwise impact the Parties' rights or arguments. Neither the settlement terms nor any publicly disseminated information regarding the settlement, including, without limitation, the Notice, court filings, orders, and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, any Party's withdrawal from the settlement, any failure of the Court to approve the settlement, and/or any objections or interventions may be used as evidence.

18. No Admissions. Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

19. Stay of Dates and Deadlines. All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

20. Modifications. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement. The Parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the settlement provided therein. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Class Members.

21. Final Approval Hearing. On _____ (month) ____ (day), 2024, at _____, this Court will hold a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate and whether the Final

Approval Order and Judgment should be entered. Plaintiff’s and Class Counsel’s motion for attorneys’ fees and expenses for Class Counsel shall be filed thirty (30) days after the Notice Date. Representative Plaintiff’s motion in support of Final Approval shall be filed fifteen (15) days before the Final Approval Hearing. Any brief Defendant may choose to file shall be filed on or before seven (7) calendar days before the Final Approval Hearing. This Court may order the Final Approval Hearing to be postponed, adjourned, continued, or set for remote appearances. If that occurs, the updated hearing date or location shall be posted on the Settlement Website, but other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members.

22. Summary Timeline. The Settlement Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

| <u>Event</u> | <u>Date</u> |
|---|---|
| Notice Date | 30 days after Preliminary Approval |
| Deadline for filing papers in support of Class Counsel’s application for an award of attorneys’ fees and expenses | 30 days after Notice Date |
| Opt-Out Deadline | 60 days after the Notice Date |
| Claims Deadline | 60 days after the Notice Date |
| Deadline for filing Motion for Final Approval | 15 days prior to Final Approval Hearing |
| Responses to Objections | 7 days prior to Final Approval Hearing |
| Final Approval Hearing | _____, 2024 |

SO ORDERED this ___ day of _____, 2024.

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