

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

DR. SAM LEBARRE HORTON, on behalf)
of himself and all other entities and persons)
similarly situated,)
)
Plaintiff,)
)
v.)
)
MOLINA HEALTHCARE, INC.,)
)
Defendant.)

Case No. 4:17-cv-00266-CVE-JFJ

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement (the “Settlement Agreement”) is entered into as of April 17, 2019, by and between Plaintiff Dr. Sam LeBarre Horton (“Plaintiff”), for himself and on behalf of the class of persons he represents (“Settlement Class,” defined below), and Defendant Molina Healthcare, Inc. (“Molina”) (with Plaintiff and Molina collectively referred to herein as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to final approval of the Court.

I. RECITALS

The following recitals are material terms of this Settlement Agreement, and all defined terms used in the recitals shall have the meaning provided in Section II, below, except as otherwise defined herein. This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. On April 7, 2017, Plaintiff filed a putative class action complaint in the District Court of Rogers County, Oklahoma, on behalf of himself and a putative class, naming Molina and Southwest Medical Consulting, LLC (“Southwest”) as defendants, and alleging that they violated

the Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, 47 U.S.C. § 227 (“TCPA”), as well as state conversion law, by sending an unsolicited fax that failed to include an opt-out provision.

B. On April 12, 2017, before service of the Complaint, Plaintiff filed an Amended Complaint.

C. On May 11, 2017, Molina removed the state court action to federal court. The federal action is captioned *Horton v. Molina Healthcare, Inc.*, Case No. 4:17-cv-00266-CVE-JFJ (the “Action”).

D. On May 18, 2017, Molina filed a motion to dismiss the Amended Complaint for failure to state a claim upon which relief could be granted. Plaintiff filed an opposition to Molina’s motion on June 7, 2017. Molina filed a reply in further support of its motion on April 15, 2016, and Plaintiff filed a reply in further opposition on June 21, 2017. On July 10, 2017, the Court denied Molina’s motion to dismiss.

E. Thereafter, the parties engaged in class discovery, including the production of documents, interrogatory responses, a third-party subpoena to j2 Cloud, and depositions of Plaintiff and corporate representatives of Southwest and Molina.

F. On November 22, 2017, Plaintiff filed a motion to voluntarily dismiss Southwest from the Action, which the Court granted on December 6, 2017.

G. On December 12, 2017, Plaintiff filed a Second Amended Complaint, and on August 17, 2018, Plaintiff filed the operative Third Amended Complaint.

H. On August 31, 2018, Plaintiff filed a motion for class certification. Molina filed an opposition to the motion on September 14, 2018, Plaintiff filed a reply in support of the motion on September 21, 2018, and Molina filed a surreply on October 5, 2018.

I. On November 13, 2018, the Parties filed a joint motion to stay proceedings in the Action pending mediation, which the Court granted the same day.

J. On March 20, 2019, the Parties participated in a full-day mediation with a third-party neutral mediator, the Honorable Layn Phillips (Ret.) of JAMS (the “Mediator”), a former U.S. District Judge for the Western District of Oklahoma. The mediation and subsequent negotiations resulted in a settlement, as set forth in this Settlement Agreement.

K. Molina denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability and denies all material allegations in the Third Amended Complaint. Molina specifically disputes that unsolicited facsimile advertisements were sent on its behalf by Southwest. Molina desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

L. Plaintiff and Plaintiff’s Counsel Branstetter, Stranch & Jennings, PLLC, Streett Law Firm, P.A., and Indian and Environmental Law Group (“Class Counsel”) have investigated the facts and law underlying the claims asserted in the Action and believe that the claims have merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge the expense, time, risk, and uncertainty associated with continued prosecution of the Action against Molina through class certification, dispositive motions, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the sharply contested issues involved, and the risks, uncertainty and difficulties inherent in litigation, especially in complex actions. Therefore, Plaintiff and Class Counsel believe that it is desirable that the Released Claims be fully and finally compromised, settled, dismissed with prejudice, and barred pursuant to the terms set forth herein. Based on their evaluation, Plaintiff and Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and convey substantial benefits to

the Settlement Class, and that it is in the best interests of the Settlement Class to settle the Released Claims, as defined herein, pursuant to the terms and provisions of this Settlement Agreement.

M. The Parties agree that the Action was resolved in good faith, following arms' length bargaining presided over by the Mediator and that the settlement reflected herein confers substantial benefits upon the Parties and the Settlement Class.

N. Class counsel have not been retained by any other client other than Plaintiff for purposes of pursuing claims against Molina related to the sending of unsolicited faxes, nor does Class Counsel have any intent to advertise or otherwise seek any prospective clients to pursue such claims.

O. The Parties understand, acknowledge and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any party except to enforce the terms hereof and is not an admission of wrongdoing or liability on the part of any party hereto. It is the Parties' desire and intention to effect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their undersigned respective counsel, subject to final approval by the Court after a hearing or hearings as provided for in this Settlement Agreement and as may be ordered by the Court, and in consideration of the benefits flowing from the Settlement Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

1. “**Cash Award**” means a cash payment to an Eligible Settlement Class Member, pursuant to Section III.D, below.

2. “**Claim Form**” means the claim form that is to be provided to the Settlement Class, subject to approval by the Court, substantially in the form attached hereto as Exhibit A or in such form as may be ordered by the Court.

3. “**Claim Period**” means the period of time in which a Settlement Class Member may submit a Claim Form, which must be properly completed so that a Settlement Class Member is eligible to receive a Cash Award as part of the settlement. The last day of the Claim Period will be sixty (60) days following the first date of dissemination of the Class Notice or such other time as may be ordered by the Court.

4. “**Claims Administrator**” means the settlement and claims administrator selected by Class Counsel pursuant to Section III.M, below, subject to approval by the Court.

5. “**Class Counsel**” means:

J. Gerard Stranch, IV
Joe P. Leniski, Jr.
BRANSTETTER, STRANCH & JENNINGS, PLLC
The Freedom Center
223 Rosa Parks Ave., Ste. 220
Nashville, TN 37203

James A. Streett
STREETT LAW FIRM, P.A.
107 West Main
Russellville, AR 72801

Jason B. Aamodt, OBA No. 16974
INDIAN AND ENVIRONMENTAL LAW GROUP
204 Reunion Center
Nine East Fourth Street
Tulsa, Oklahoma 74103

6. “**Class Representative**” means Dr. Sam LeBarre Horton.

7. “**Class Notice**” means notice of this Settlement Agreement and Final Approval Hearing, and any exhibits thereto, which is to be provided to the Settlement Class by various means pursuant to this Agreement, including Direct Mail Notice, Website Notice, and any additional notice that might be ordered by the Court.

8. “**Court**” means the United States District Court for the Northern District of Oklahoma.

9. “**Cy Pres Distribution**” means monies that may be distributed from the Settlement Fund if any such monies remain in the Settlement Fund after payment of Settlement Administration Costs, Fee Awards, Incentive Award, and Cash Awards, pursuant to Section III.E.

10. “**Effective Date**” means the date provided for in Section III.Q.

11. “**Eligible Settlement Class Member**” means a Settlement Class Member who timely submits a complete and accurate Claim Form or on whose behalf such a Claim Form has been submitted to the Claims Administrator, pursuant to Section III.D.

12. “**Direct Mail Notice**” means the notice that will be provided to Settlement Class Members pursuant to Section III.I.3.a, subject to approval by the Court, substantially in the form attached hereto as **Exhibit B** or in such other form as may be ordered by the Court. The Direct Mail Notice shall direct recipients to the address of the Settlement Website.

13. “**Final Approval Hearing**” means the hearing before the Court at or after which the Court will make a final decision whether to approve the proposed settlement set forth herein as fair, reasonable, and adequate.

14. “**Final Approval Order and Judgment**” means the order to be submitted to the Court in connection with the Final Approval Hearing, substantially in the form attached hereto as

Exhibit C or in such form as may be ordered by the Court, and entered by the Court following the Final Approval Hearing.

15. **“Molina’s Counsel”** means:

Mary Quinn Cooper
Michael F. Smith
Jason A. McVicker
MCAFEE & TAFT
Williams Center Tower II
Two West Second Street, Suite 1100
Tulsa, Oklahoma 74103

Quyen Ta
Kathleen R. Hartnett
BOIES SCHILLER FLEXNER LLP
1999 Harrison St, Suite 900
Oakland, California 94612

16. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

17. **“Notice Plan”** means the plan, as set forth in Section III.I.3, and as executed and administered by the Claims Administrator, for disseminating notice to members of the Settlement Class of the Settlement Agreement and of the Final Approval Hearing.

18. **“Preliminary Approval Hearing”** means the hearing at or after which the Court will make a preliminary decision whether to approve the settlement set forth in this Settlement Agreement as fair, adequate, reasonable, and within the reasonable range of possible final approval.

19. **“Preliminary Approval Order”** means the document substantially in the form attached hereto as **Exhibit D** or such other order that may be entered by the Court, for purposes of preliminarily approving the Settlement Agreement, certifying the Settlement Class solely for settlement purposes, and approving the form of the Notice and Notice Plan.

20. **“Released Claims”** means the claims released in Section III.N.

21. **“Releasing Parties”** means the Plaintiff, Settlement Class Members, and other parties defined in Section III.N who do not otherwise timely opt-out of the Settlement Class (whether or not such members submit claims).

22. **“Released Parties”** means Molina and other parties defined in Section III.N.

23. **“Settlement Fund”** means the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) that Molina has agreed to pay pursuant to the terms of this Settlement Agreement, including but not limited to Section III.A below.

24. **“Settlement Class”** means all persons with cases and claims against Molina arising out of the sending of unsolicited facsimiles in connection with Molina’s network builds by Southwest for the class period from April 12, 2013 to the present. Excluded from the Settlement Class are Molina, and any affiliate, subsidiary or division of Molina, along with any employees thereof, and any entities in which any of such companies have a controlling interest; Southwest, along with any employees or owners thereof; as well as all persons who validly opt-out of the Settlement Class.

25. **“Settlement Class Member”** means any individual or entity who is included within the definition of the Settlement Class and who has not submitted a valid request for exclusion.

26. **“Settlement Administration Costs”** means: (1) all costs of providing notice to persons in the Settlement Class (including, but not limited to, costs for Direct Mail Notice, the Settlement Website, and any additional notice that might be ordered by the Court); (2) all costs of administering the settlement, including, but not limited to, the cost of printing and mailing Cash Awards, Claim Forms, the cost of maintaining a designated post office box for receiving Claim Forms, the costs of maintaining a webpage to process Claim Forms, and the costs (including

anticipated or projected costs) of administering the settlement through completion, including the distribution of *Cy Pres* funds, if any; and/or (3) the fees, expenses, and all other costs of the Claims Administrator.

27. **“Settlement Website”** means the website that the Claims Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of any Class Notice, as a means for persons in the Settlement Class to obtain notice of and information about the settlement, through and including hyperlinked access to this Settlement Agreement, the full length form of notice (the “Website Notice,” which will be subject to approval by the Court, substantially in the form attached hereto as **Exhibit B** or in such other form as may be ordered by the Court), Claim Form, the Preliminary Approval Order, and such other documents as Class Counsel and Molina’s Counsel agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until the date the Court issues its order following the Final Approval Hearing. The URL of the Settlement Website shall be mutually agreed upon by Class Counsel and Molina’s Counsel. The Settlement Website shall not include any advertising, and shall not bear or include the Molina logo or trademarks. Ownership of the Settlement Website URL shall be transferred to Molina within ten (10) days of the date on which operation of the Settlement Website ceases.

III. TERMS OF SETTLEMENT

A. Settlement Consideration. Pursuant to this Settlement Agreement, as full and complete consideration for the settlement, Molina agrees to provide a Settlement Fund in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) for the purpose of making payments with respect to all Settlement Class Members under this Settlement Agreement, all Settlement Administration Costs, any Incentive Award to the Class Representative, and any

Fee Award to Class Counsel. Molina will fund the Settlement Fund as follows: within fifteen (15) days following the Court's entry of the Preliminary Approval Order, Molina will transfer all funds to the Claims Administrator (via wire transfer instructions provided by the Claims Administrator to Molina). The Claims Administrator will hold those amounts in escrow (or such other restricted access account to which the parties may agree) until such a time as the Claims Administrator is authorized in writing by Molina's Counsel and Class Counsel to use or pay those funds, including any authorized notice costs and other costs of administration, pursuant to the Settlement Agreement, Preliminary Approval Order, or the Final Approval Order and Judgment or as otherwise ordered by the Court. Molina shall not, under any circumstances, be obligated to pay any amounts in addition to the Settlement Fund amount in connection with this settlement. Also, except as otherwise provided herein, including in Section III.B., no portion of the Settlement Fund shall revert to Molina.

B. Settlement Not Approved. If the settlement set forth in this Settlement Agreement is not presented for approval, is not finalized for any reason, or does not become effective for any reason, the Parties shall be returned to their respective positions at the date of the signing of this Settlement Agreement and this Settlement Agreement shall be of no force or effect. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if no settlement had occurred. In addition, should this Settlement Agreement not be approved, finalized, or not become effective for any reason, including Molina's right to terminate the Settlement Agreement pursuant to Sections III.P-R, below, and regardless of fault, all monies paid by Molina pursuant to Section III.A., but not yet spent or contractually obligated as payment for Notice, shall be refunded along

with any and all accrued interest to Molina within fifteen (15) days of the event that prevents or precludes the Settlement Agreement from becoming effective. In the event the Settlement Agreement does not receive final approval, Molina will not be entitled to any refund of any costs paid for class notice.

C. Payments from the Settlement Fund. All Cash Awards, Fee Awards, Settlement Administration Costs, and any *Cy Pres* Distribution shall be paid out of the Settlement Fund. The Settlement Fund shall first be reduced by the Settlement Administration Costs, Fee Award, and Incentive Award prior to making any Cash Awards to Eligible Settlement Class Members pursuant to Section III.D.

D. Claims For Cash Awards.

1. Cash Awards. Cash Awards shall be made to Eligible Settlement Class Members on a claims-made basis only.

2. Conditions For Filing a Claim for a Cash Award. Any Settlement Class Member with a claim for a Cash Award must timely submit or have timely submitted on the Class Member's behalf a Claim Form to the Claims Administrator. The Claim Form may be submitted to the Claims Administrator by mail, email, facsimile transmission to a designated facsimile phone number, via the Settlement Website, or any other method approved by the Court. The Settlement Claims Administrator will have no obligation to honor any Claim Form or information not submitted by a method not approved by the Court.

To be considered fully executed, the Claim Form must contain all of the information set forth in the Claim Form approved by the Court. The parties attach as **Exhibit A** hereto a copy of the Claim Form they intend to present to the Court for approval. Class Counsel shall have the right to prepare and submit claims on behalf of those Settlement Class Members it identified during

the mediation as having received faxes from Southwest concerning Molina's network builds. Only one Claim Form will be honored per Settlement Class Member, regardless of the number of facsimiles directed to the Settlement Class Member, or the number of facsimile numbers to which the Settlement Class Member received a facsimile.

3. Time To Submit A Claim For A Cash Award. In order to be deemed timely, signed Claim Forms and all required information must be submitted via a method approved by the Court, which will be specified in the Claim Form. The Claims Administrator will have no obligation to honor and is prohibited from honoring any Claim Form or information submitted via a method not approved by the Court, even if such Claim Form or information would be otherwise valid. If a timely submitted Claim Form fails to be fully and accurately completed, or the Claim Form otherwise fails to provide the necessary information required by the Court, the Claim Form will be deemed invalid and rejected. The Claims Administrator will send the Settlement Class Member notice of the defect in the Claim Form or information. The Settlement Class Member shall be permitted to re-submit a new Claim Form or provide additional information but, to be valid, the new Claim Form and information must be completed fully and accurately and submitted to the Claims Administrator via a method approved by the Court before the last date of the Claim Period. The Claim Period may be extended only by order of the Court.

4. Calculation of Cash Awards. Each Eligible Settlement Class Member may be entitled to receive a Cash Award. The amount of the Cash Award to each Eligible Settlement Class Member will be based on the number of unsolicited facsimiles that Eligible Settlement Class Member received and the Eligible Settlement Class Member's *pro rata* share of the amount of the Settlement Fund, as computed against the number of unsolicited faxes received by all Eligible Settlement Class Members, which remains after payment of Settlement Administration Costs, Fee

and Expense Award, and any Incentive Award.

5. Distribution of Cash Awards. As soon as practicable, but no later than sixty (60) days following the Effective Date, Cash Awards shall be mailed by the Claims Administrator to Eligible Settlement Class Members. The Claims Administrator shall mail, by first class mail, a check to each Eligible Settlement Class Member. No skip tracing or re-mailing of returned mail will be required. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check will be reissued to Eligible Class Members, if practical, or paid as *Cy Pres* Distribution pursuant to Section III.E.

E. Cy Pres.

1. Cy Pres Distribution. If Fifty Thousand Dollars (\$50,000.00) or less remains in the Settlement Fund after payment of the Settlement Administration Costs, Fee Award, Incentive Award, and payment of Cash Awards to Eligible Settlement Class Members, including any amounts resulting from checks that remain uncashed more than ninety (90) days after the date on the check, such remaining amount in the Settlement Fund will comprise the *Cy Pres* Distribution. If more than Fifty Thousand Dollars (\$50,000.00) remains in the Settlement Fund after payment of the Settlement Administration Costs, Fee Awards, Incentive Award and payment of Cash Awards to Eligible Settlement Class Members, the remaining amount shall be distributed on a *pro rata* basis to each Eligible Settlement Class Member approved to receive an initial Cash Award, if doing so is administratively feasible. Any remaining money left in the Settlement Fund following this reissue, if any, including funds from uncashed checks, shall be paid out as a *Cy Pres* distribution.

2. Timing and Selection Procedures. The *Cy Pres* Distribution, if any, shall be made

no later than three hundred sixty-five (365) days following the Effective Date. The recipient of the *Cy Pres* Distribution will be determined by agreement of the parties, subject to Court approval in the Court's sole discretion.

F. Incentive Award. In recognition of his effort on behalf of the Settlement Class, the Class Representative shall be awarded an incentive award in an amount to be determined by the Court in its sole discretion. Class Counsel intends to request that the Class Representative be awarded up to Fifteen Thousand Dollars (\$15,000). Plaintiff agrees to accept, and will not oppose or appeal, an award of a lesser amount by the Court. Any incentive award approved by the Court shall be paid out of the Settlement Fund within five (5) days following the Effective Date. Court approval of the incentive award, or its amount, will not be a condition of the settlement. In addition, no interest will accrue on such amounts at any time. Molina and/or Molina's counsel agree not to take any position with respect to the payments described in this paragraph.

G. Attorneys' Fees and Costs. Plaintiff shall move the Court for an award of attorneys' fees and costs. Subject to the Court's approval, Molina agrees that the Settlement Fund shall be used to pay the Fee Award to Class Counsel. Class Counsel shall apply, subject to the approval of the Court, for a fee of up to one-third, or One Million One-Hundred Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (or \$1,166,667) of the Settlement Fund, as well as for reimbursement of its out-of-pocket expenses incurred in pursuing the litigation through final approval. Any Fee Award approved by the Court shall be paid out of the Settlement Fund within five (5) days following the Effective Date. Court approval of attorneys' fees and costs is not a condition of the settlement. In addition, no interest will accrue on such amounts at any time. Molina and/or its counsel agree not to take any position with respect to the award described in this paragraph.

H. Preliminary Approval.

1. Preliminary Certification of Settlement Class. Molina disputes that a litigation class would be manageable and further denies that a litigation class properly could be certified in the Action. Solely for purposes of avoiding the expense and inconvenience of further litigation, Molina does not oppose the certification for settlement purposes only of the Settlement Class. Preliminary certification of the Settlement Class shall not be deemed an admission that certification of a litigation class is appropriate or feasible, nor shall Molina be precluded from challenging class certification in any further proceedings in the Action or in any other action if the settlement is not finalized or finally approved. If the settlement set forth in this Settlement Agreement is not finally approved by the Court for any reason, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted by Plaintiff or any putative class member in any litigated certification proceedings in the Action or any other action. No agreements made by or entered into by Molina in connection with the settlement set forth in this Settlement Agreement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other action.

2. Preliminary Approval Motion. Promptly following execution of this Settlement Agreement, and no later than May 20, 2019, Plaintiff will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (1) preliminarily approve the settlement reflected herein as fair, adequate, reasonable, and within the reasonable range of possible final approval; (2) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class and Plaintiff as Class Representative; (3) approve the form of Class Notice and find that the notice program set forth

herein constitutes the best notice reasonable and practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (4) establish a procedure for Settlement Class Members to object to the settlement or exclude themselves from the Settlement Class, and set a date following entry of the Preliminary Approval Order, after which no one shall be allowed to object to the settlement or opt-out/exclude himself or herself from the Settlement Class or seek to intervene in the Action; (5) approve the Claim Form and the claims submission process described herein; (6) finally certify the Settlement Class; (7) pending final determination of whether the settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis, or in any other capacity from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (8) authorize the Parties, without further approval from the Court, to agree to and adopt such conforming amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Settlement Agreement) so long as they are consistent in all material respects with the terms of the Final Approval Order and Judgment; (9) pending final determination of whether the settlement should be approved, stay all proceedings in the Action, except those related to the effectuation of the settlement; and (10) schedule a Final Approval Hearing no earlier than eighty-five (85) days after entry of the Preliminary Approval Order, or such other time as the Court shall set.

I. Class Notice.

1. Upon entry of the Preliminary Approval Order, the Claims Administrator shall cause the Notice to be disseminated to putative Settlement Class Members. Such Notice shall comport with Rule 23 of the Federal Rules of Civil Procedure, and be effectuated pursuant to the

Notice Plan, the costs of which shall be deemed part of the Settlement Administration Costs, and which shall be paid from the Settlement Fund.

2. To facilitate the notice and claims administration process, Molina agrees to cooperate with Class Counsel in obtaining contact information, including last known mailing address, for all known or potential Settlement Class Members.

3. The parties agree to notice the recipients of all faxes sent by Southwest related to Molina's network builds.

4. Notice Plan. The Notice Plan includes:

a. *Direct Mail Notice.* Subject to approval by the Court, within twenty (20) days following entry of the Preliminary Approval Order the Claims Administrator will provide Direct Mail Notice in the form attached hereto as **Exhibit B** to persons in the Settlement Class, to the extent their current mailing address can be determined.

b. *Settlement Website.* Within twenty (20) days following entry of the Preliminary Approval Order, the Claims Administrator will establish and maintain the Settlement Website. The Settlement Website shall contain a link to the Website Notice and provide for online submission of Claim Forms. The Settlement Website will become active after entry of the Preliminary Approval Order and shall remain active at least until the date of the Final Approval Hearing.

5. Payment of Class Notice. Except as otherwise provided herein, all costs for Class Notice are Settlement Administration Costs and shall be paid from the Settlement Fund. In the event the Settlement Agreement does not receive final approval, Molina will not be entitled to a refund of any costs paid for Class Notice.

6. CAFA Notice. The Claims Administrator, with approval by the Parties, shall be responsible for compliance with the applicable provisions of the Class Action Fairness Act

(“CAFA”), including the notice requirements in 28 U.S.C. § 1715.

J. Exclusion From Settlement.

1. Deadline. Persons in the Settlement Class may opt-out/exclude themselves from this settlement by submitting a written request containing all of the information described in Paragraph 2 of Section III.J, below, to the Claims Administrator by mail, fax, or via the Settlement Website. To be valid, opt-out requests must contain all of the information described below and be sent to the Claims Administrator not later than forty-five (45) days following the date of dissemination of the Class Notice.

2. Exclusion Requests. Exclusion requests must: (a) be signed (if sent by mail or fax) or electronically signed (if submitted via the Settlement Website); (b) include the full name, address, and cellular telephone of the person(s) requesting exclusion; and (c) include the following statement: “I/we request to be excluded from the class settlement in *Dr. Sam LeBarre Horton v. Molina Healthcare, Inc.*, Case No. 4:17-cv-00266.” No exclusion request will be valid unless all of the information described above is included. A request to be excluded that is sent by means other than that designated in the notice, or that is not timely received by the Claims Administrator, shall be invalid. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may exclude any other person in the Settlement Class from the Settlement Class. So-called “mass” or “class” opt-outs shall not be allowed. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Final Approval Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

3. Delivery To Court. The Claims Administrator will retain a copy of all exclusion

requests. Not later than ten (10) days before the Final Approval Hearing, the Claims Administrator shall file with the Court a declaration that lists all of the exclusion requests received.

K. Objections To The Settlement.

1. Right To Object. A Settlement Class Member may appear at the Final Approval Hearing to argue that the proposed settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and/or the incentive award to the Plaintiff only if the Settlement Class Member complies with the requirements set forth herein.

2. Deadline. In order to be heard, the Settlement Class Member must make any objection in writing and file it with the Court not later than sixty (60) days following the date of dissemination of the Class Notice. In order to be heard, the objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel – J. Gerard Stranch, IV or Joe P. Leniski, Jr., Branstetter, Stranch & Jennings, PLLC, 223 Rosa Parks Avenue, Suite 200, Nashville, Tennessee 37203; and (b) Molina's Counsel – Mary Quinn Cooper, McAfee & Taft, Williams Center Tower II, Two West Second Street, Suite 1100, Tulsa, Oklahoma 74103.

3. Content of Objection. For an objection to be considered by the Court, the objection must set forth: (1) the name and case number of the Action; (2) the objector's full name, address, facsimile phone number where they received the unsolicited facsimile, and cellular telephone number or other telephone number where the objector may be reached; (3) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) all grounds for the objection in writing, accompanied by any legal support for the objection known to the objector or his or her counsel; (5) all exhibits he/she intends to introduce into evidence at the hearing on Final Approval, which shall be attached; (6) the identity of all counsel who represent the objector,

including any former or current counsel who may be entitled to compensation for any reason related to the objection; (7) the identity of all counsel representing the objector who will appear at the Final Approval Hearing or who has a financial interest in the objection; (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (10) the objector's signature (an attorney's signature is not sufficient).

L. Final Approval. Following the provision of Class Notice and expiration of the time for submission of Claim Forms, exclusions, and objections, Plaintiff shall promptly request that the Court enter the Final Approval Order, which shall specifically include provisions that: (1) finally approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (2) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement, including all exhibits hereto; (3) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (4) find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement; (5) approve the Claim Form; (6) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (8) dismiss the Action (including, without limitation, all individual claims, Settlement Class Member claims, and Released Claims asserted therein against the Released Parties) with prejudice, subject to the Court retaining jurisdiction over the enforcement of the terms of this Agreement; and (9) incorporate any other provision, as the Court

deems necessary and just.

M. Administration of The Settlement. Subject to Court approval, the settlement administration process, including provision of Class Notice and calculation and distribution of Cash Awards, will be conducted by the Claims Administrator. Class Counsel will procure estimates from at least three (3) potential settlement administrators in a competitive bidding process, and Class Counsel in its sole discretion will select one (1) to serve as settlement administrator, who shall be subject to Court approval. Molina will reasonably cooperate in the Class Notice and administration process by providing the Claims Administrator with all information in its possession concerning the names and/or addresses of persons in the Settlement Class to the extent required to administer the settlement. The Claims Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Claims Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices, including but not limited to a summary of work performed by the Claims Administrator, including an accounting of all amounts paid from the Settlement Fund to Settlement Class Members. Such records will be provided to Class Counsel and Molina's Counsel and to the Court along with the motion for Final Approval and Judgment. Without limiting the foregoing, the Claims Administrator shall receive objections and exclusion forms and in such event shall promptly provide to Class Counsel and Molina's Counsel copies thereof. In the exercise of its duties outlined in this Agreement, the Claims Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

N. Releases. The Releases set forth in this Paragraph shall become effective on the Effective Date:

Plaintiff and each Settlement Class Member, on behalf of themselves and any individual which may claim through them, including but not limited to their

respective heirs, executors, administrators, representatives, agents, attorneys, partners, parents, children, successors, predecessors-in-interest, assigns, and any other authorized users of their facsimile machines, fully release and forever discharge Molina, and each and all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, insurers, insureds, successors, predecessors-in-interest, and all of their respective prior, current, and future officers, directors, members, principals, employees, attorneys, shareholders, agents, independent contractors, assigns, and anyone working on their behalf (collectively, the “Released Parties”) from any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order: (a) that arise out of or are related in any way to the sending of unsolicited facsimile transmissions (to the fullest extent that term is used, defined, or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., relevant regulatory or administrative promulgations and case law) in connection with Molina’s network builds by Southwest, including, but not limited to, claims under or for violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and any other statutory or common law claim arising from the sending of facsimile transmissions, including any claim under or for violation of federal or state unfair and deceptive practices statutes, invasion of privacy, conversion, breach of contract, unjust enrichment, specific performance, and/or promissory estoppel; or (b) that arise out of or relate in any way to the administration of the settlement (collectively, the “Released Claims”).

Without limiting the foregoing, the Released Claims specifically extend to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, becomes effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

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.

The Releasing Parties understand and acknowledge the significance of these waivers of

California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

O. Stay/Bar of Other Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the settlement or comply with the terms of the Settlement Agreement. Pending determination of whether the Settlement Agreement should be granted final approval, the parties in the Action agree not to pursue any claims or defenses otherwise available to them, and no person in the Settlement Class, either directly, on a representative basis, or in any other capacity, will commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. The proposed order submitted with a motion for preliminary approval will contain an injunction enjoining the commencement or prosecution of Released Claims by persons in the Settlement Class or persons purporting to act on their behalf pending final approval of the Agreement. The Settlement Agreement will be conditioned upon the entry of such an injunction.

P. Termination of Settlement. To the extent that the terms of Paragraph Q below are not fulfilled, or if more than fifty (50) Settlement Class Members submit non-duplicative, timely, and valid requests for exclusion from the Settlement Class and Molina wishes to terminate, Molina, or the Class Representative on behalf of the Settlement Class, shall have the right to

request the termination of this Settlement Agreement by filing a written request to do so (“Termination Notice”) with the Court and serving that Termination Notice on all other Parties hereto within ten (10) business days of any Parties’ actual notice of any of the following events: (i) the Court’s refusal to enter a Preliminary Approval Order; (ii) the Court’s refusal to enter a Final Approval Order and Judgment or any appellate Court’s refusal to uphold the Final Approval Order and Judgment in any respect; or (iii) if more than fifty (50) Settlement Class Members submit non-duplicative, timely, and valid requests for exclusion from the Settlement Class. Upon effective termination, the balance of the Settlement Fund not expended on Notice, as provided in Sections III.B and III.C.2, shall be returned to Molina.

Q. Conditions of Settlement, Effect of Disproval, Cancellation, or Termination.

1. The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events has occurred and shall be the date upon which the last (in time) of the following events occurs:

a. This Agreement has been signed by Plaintiff, Molina, Class Counsel and Molina’s Counsel;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order and Judgment, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Approval Order and Judgment, or a final approval order and judgment consistent with this Agreement; and

d. The Final Approval Order and Judgment has been entered and the final disposition of any related appeals has occurred, or in the case of no appeals or review being filed, the date of expiration of the applicable appellate period.

2. If any one or all of the conditions specified in Section III.Q.1 is not met, or in the event that this Settlement Agreement is not approved by the Court, then this Settlement Agreement shall be canceled and terminated and be deemed null and void unless Class Counsel and Molina mutually agree in writing to proceed with the settlement on such mutually agreeable alternative agreement as approved by the Court.

3. If this Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

R. Return of Produced Documents. It is agreed that, within thirty (30) days after the Effective Date, the originals and all copies of all documents produced by the opposing party in the Action, whether in paper or electronic form, shall be returned to the producing party or certified by the recipient as having been destroyed.

S. Non-Disparagement. Plaintiff and Class Counsel agree that neither they nor their agents, affiliates, successors, or assigns will take any action designed or reasonably foreseeable to disparage, call into disrepute, defame, slander, or otherwise criticize Molina regarding any issue related in any way to the Action or this settlement. Molina agrees that neither it nor its respective agents, subsidiaries, affiliates, successors, assigns, directors, officers, or key employees will take any action designed or reasonably foreseeable to disparage, call into disrepute, defame, slander, or otherwise criticize Plaintiff and Class Counsel regarding any issue related in any way to the Action or this settlement. Plaintiff and Class Counsel may make public statements to the Court as

necessary to obtain preliminary or final approval of the settlement. This provision shall not prohibit Class Counsel from communicating with any Settlement Class Member regarding the Action or the Settlement Agreement, or in responding to inquiries or objections raised by the Settlement Class or third-parties. This provision shall not prohibit any party from publicizing the fact of this settlement on its website and social media accounts, responding to media inquiries about the settlement, and from noting in filings with courts in support of appointment as class counsel in other matters.

T. General Matters.

1. No Admission of Liability. It is expressly declared that the Released Parties deny any liability and are settling to avoid the cost, risk, uncertainty, and inconvenience of litigation.

2. Evidentiary Preclusion. Neither this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other forum; (c) is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission, concession, or evidence that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and (d) is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission, concession, or evidence that any of Plaintiff's or the Settlement Class' claims are with or without merit or that damages

recoverable in the Action would have exceeded or would have been less than any particular amount. In addition, neither the fact of, nor any documents relating to, Molina'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 for any purpose whatsoever. The Released Parties may file this Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3. Parties Authorized To Enter Into Settlement Agreement. Each person executing the Settlement Agreement on behalf of a party covenants, warrants, and represents that he or she is and has been fully authorized to do so by such party. Each party represents and warrants that he, she, or it intends to be bound fully by the terms of this Settlement Agreement.

4. Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of Class Notice and hearings are subject to approval and modification by the Court.

5. Fees and Costs. Except as otherwise provided herein, each Party shall bear its own costs and attorneys' fees.

6. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

7. Signatures. The parties and their counsel may sign separate copies of this Settlement Agreement, which together will constitute one agreement. In addition, signatures sent in pdf format, by email, or by facsimile constitute sufficient execution of this Settlement

Agreement.

8. Execution in Counterparts. This Settlement Agreement is effective upon its execution by all parties. The parties may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and the execution of counterparts shall have the same force and effect as if all parties had signed the same instrument.

9. Entire Agreement. This Settlement Agreement contains the entire agreement between the parties and supersedes all prior understandings, agreements, or writings regarding the subject matter hereof. This Settlement Agreement may be amended or modified only by a written instrument signed by all parties or their successors in interest or their duly authorized representatives.

10. Confidentiality. The Parties will keep the settlement terms strictly confidential until the filing of a motion with the Court to preliminarily approve the Settlement Agreement.

U. Miscellaneous Provisions.

1. Each and every Exhibit to this Settlement Agreement is incorporated herein by this reference as though fully set forth herein.

2. Unless the context of this Settlement Agreement requires otherwise, the plural includes the singular, the singular includes the plural, and “including” has the inclusive meaning of “including without limitation.” The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms of this Settlement Agreement refer to this Settlement Agreement as a whole and not exclusively to any particular provision hereof. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the person or persons may require.

3. The waiver by one party of any breach hereof by any other party shall not be

deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Settlement Agreement.

4. Each party hereto warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party.

5. This Settlement Agreement has been carefully read by each of the parties, or their responsible officers thereof, and its contents are known and understood by each of the parties. This Settlement Agreement is signed freely by each party executing it.

6. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed hereby.

7. In the event any one or more of the provisions contained herein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be ineffective but shall not in any way invalidate or otherwise affect any other provision.

8. Any disputes that arise out of the finalization of the settlement documentation shall be brought before the Mediator for expedited, telephonic mediation and if unsuccessful, for final, binding resolution.

9. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied herein.

10. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties with the aid of a neutral

mediator. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

For Plaintiff and the Settlement Class:

By: 
Dr. Sam LeBarre Horton
Class Representative

Date: 4-18-19

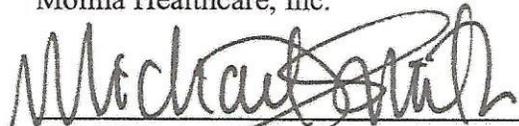

BRANSTETTER, STRANCK & JENNINGS

Date: 4/18/19

For Defendant Molina Healthcare, Inc.:

By: 
Authorized Representative
Molina Healthcare, Inc.

Date: 4/17/19


MCAFEE & TAFT

Date: 4/17/2019

EXHIBIT A

DR. SAM LEBARRE HORTON v. MOLINA HEALTHCARE, INC.
IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CASE NO. 4:17-cv-00266-CVE-JFJ

Settlement Administrator [address]

Toll Free Number: x-xxx-xxx-xxx
Website: xxx.com

CLAIM FORM

Our records reflect that, from April 12, 2013 to the present, you received ___ unsolicited facsimiles sent by Southwest Medical Consulting LLC (“Southwest”) related to Molina Healthcare. **If you believe this is accurate you do not need to take any further action, as a claim will be submitted on your behalf.**

If you believe that you did not receive unsolicited facsimiles from Southwest related to Molina Healthcare but you are listed above as having received a facsimile, that you received a different number of unsolicited facsimiles than the number listed above, and/or if your mailing address needs to be updated, then you must complete the form below, sign the Affirmation below and return this form by _____, 2019.

1. **CLAIMANT INFORMATION:**

FIRST NAME MIDDLE NAME or INITIAL LAST NAME

ADDRESS 1

ADDRESS 2

CITY STATE ZIP

2. **FACSIMILE INFORMATION**

Date(s) and time(s) of all unsolicited facsimiles received from Southwest related to Molina Healthcare on or after April 12, 2013: _____

3. **AFFIRMATION:**

By signing below, I declare, under penalty of perjury, that, on or after April 12, 2013, I received _____ unsolicited facsimile transmissions from Southwest Medical Consulting, LLC related to Molina Healthcare. I also declare that I am not a current or former employee of Molina Healthcare, Inc., or any affiliate, subsidiary or division of Molina Healthcare, Inc. or Southwest Medical Consulting, LLC

Signature: _____

Name (please print): _____

Date: _____

QUESTIONS? VISIT [Internet URL] OR CALL [_____].

EXHIBIT B

LEGAL NOTICE

If you received a facsimile from Southwest Medical, LLC regarding Molina Healthcare, Inc. on or after April 12, 2013, a class action lawsuit may affect your rights.

Records indicate that you may be a member of a class in the action styled *Dr. Sam LeBarre Horton v. Molina Healthcare, Inc.*, United States District Court for the Northern District of Oklahoma, Case No. 4:17-cv-00266-CVE-JFJ, which has been settled subject to court approval. The purpose of this Notice is to inform Settlement Class Members of the terms of the proposed settlement and important deadlines relating to the settlement, as summarized below and described more fully on the Settlement Website at www._____.com.

WHAT IS THE LAWSUIT ABOUT? Plaintiff alleges that Molina Healthcare, Inc. (“Defendant” or “Molina”) violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., by sending facsimile transmissions through a third-party entity, Southwest Medical Consulting, LLC, on or after April 12, 2013, concerning Defendant’s building of its provider networks. Molina denies all liability and wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT? Defendant has agreed to pay \$3,500,000.00 into a Settlement Fund, from which, subject to court approval, payments to Settlement Class Members, Settlement Administration Costs, an incentive award to the Class Representative, and Class Counsel’s Fee and Cost Request (“Fee Request”) will be paid.

WHO REPRESENTS YOU? Branstetter, Stranch & Jennings, PLLC, Strett Law Firm, P.A., and Indian and Environmental Law Group represent you as “Class Counsel.” You do not have to pay any money to Class Counsel directly. However, Class Counsel is requesting attorneys’ fees of up to one-third of the settlement amount plus litigation expenses and costs of the case that will be paid from the Settlement Fund. Class Counsel’s Fee Request and documents in support of the Fee Request will be available for viewing on the Settlement Website by [DATE].

WHAT ARE YOUR RIGHTS AND OPTIONS? You can do nothing and stay in the Class, or you can exclude yourself from the Class as set forth below. You may also file an objection and appear at the final approval hearing.

- You will be mailed a Claim Form, which may also be accessed on the Settlement Website, _____. If you believe the information on the Claim Form is accurate, including the number of unsolicited facsimiles you received, you do not need to take any further action, as a claim will be submitted on your behalf by Class Counsel. If you believe you did not receive unsolicited faxes but are listed as having received a facsimile, that you received a different number of unsolicited facsimiles than reflected on the Claim Form, and/or if your mailing address needs to be updated, then you will need to complete the Claim Form, sign the Affirmation and return the Claim Form. The Claim Form may be submitted to the Class Administrator by mail, facsimile transmission, electronically through the settlement website, or by any other means approved by the Court. Please see the settlement website for additional details concerning how to submit a claim form. **In order to receive benefits under the proposed settlement, a Claim Form must be submitted by you or on your behalf by no later than [DATE XX, 2019].**
- **To exclude yourself from the settlement, submit a written exclusion either by mail, fax, or through the Settlement Website on or before [DATE].** To be valid, the written exclusion request must contain specific information that is described on the Settlement Website, at [Website URL] and in the Settlement Agreement also available on the settlement website at [Website URL]. If you do not submit a fully executed and timely exclusion request, you will be bound by the terms of the proposed settlement and you will give up your right to sue the Released Parties (as that term is defined in the Settlement Agreement), including Defendant in your individual capacity concerning the legal claims in this case.
- **To object to the proposed settlement or the Fee Request, you must file an objection with the Court and send the objection to counsel postmarked by [DATE XX, 2019]** at the addresses listed on the Settlement Website, [addresses]. Anyone who files a timely objection to the proposed settlement may ask to appear at the final approval hearing. If your objection is valid and timely, the Court may consider it whether or not you appear.
- **If a Claim Form is not submitted by you or on your behalf,** you will not receive any monetary award and you will lose the right to sue The Released Parties (as that term is defined in the Settlement Agreement), including Defendant in your individual capacity regarding the legal claims in this case.

The Final Approval Hearing will take place on [DATE] at [TIME] at [PLACE].

WANT MORE INFORMATION? Complete details about your rights and options are available on the Settlement Website, www._____.com. Do not call the Court.

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DR. SAM LEBARRE HORTON, on behalf)
of himself and all other entities and persons)
similarly situated,)
)
Plaintiff,)
)
v.)
)
MOLINA HEALTHCARE, INC.,)
)
Defendant.)

Case No. 4:17-cv-00266-CVE-JFJ

PROPOSED FINAL APPROVAL ORDER

The Court having held a final approval hearing on _____,
notice of the hearing having been duly given in accordance with this Court’s Order (1)
Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action
Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval Hearing (the
“Preliminary Approval Order”), and having considered all matters submitted to it at the final
approval hearing and otherwise, and finding no just reason for delay in entry of this final order
and good cause appearing therefore,

It is hereby ORDERED AND DECREED as follows:

1. The Settlement Agreement dated April 17, 2019, including its Exhibits (the
“Agreement”), and the definition of words and terms contained therein are incorporated by
reference and are used hereafter. The terms and definitions of this Court’s Preliminary Approval
Order (Dkt. No. __) are also incorporated by reference in this Final Approval Order.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties,
including all Settlement Class Members with respect to the Settlement Class certified for
settlement purposes in this Court’s Preliminary Approval Order, as follows:

All persons with cases and claims against Molina arising out of the sending of unsolicited facsimiles in connection with Molina's network builds by Southwest Medical Consulting, LLC for the class period from April 12, 2013 to the present. Excluded from the Settlement Class are Molina, and any affiliate, subsidiary or division of Molina, along with any employees thereof, and any entities in which any of such companies have a controlling interest; Southwest, along with any employees or owners thereof; as well as all persons who validly opt-out of the Settlement Class.

3. The Court hereby finds that the Settlement Agreement is the product of arms' length settlement negotiations between the parties facilitated by a third-party neutral mediator.

4. The Court hereby finds and concludes that Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement.

5. The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best means of providing notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Final Approval Order.

6. The Court hereby fully and finally approves the Settlement Agreement and finds that the terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure.

7. This Court hereby dismisses this Action, with prejudice, without costs to any party, except as expressly provided for in the Agreement.

8. On final approval of this settlement (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Approval Order), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully

and finally release and forever discharge the Released Parties from the Released Claims. In addition, any rights of Plaintiffs and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws will be terminated.

9. Plaintiffs and each and every Settlement Class Member, and any person actually or purportedly acting on behalf of Plaintiffs or any Settlement Class Member, are hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative, or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Approval Order and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

10. The Settlement Agreement (including, without limitation, its Exhibits), and any and all negotiations, documents, and discussions associated with it, including, but not limited to, confirmatory discovery, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by Molina, or of the truth of any of the claims asserted in the Action, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Final Approval Order.

11. If for any reason the Settlement Agreement is terminated or the Effective Date does

not occur, the Settlement Agreement and all proceedings in connection with the Agreement shall be without prejudice to the right of the Released Parties, including Molina or Plaintiff, to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court, except insofar as the Settlement Agreement expressly provides to the contrary. In such an event, the Parties shall return to the *status quo ante* in the Action and the certification of the Settlement Class shall be deemed vacated and shall be of no further force and effect. The certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent litigation of class certification in this Action or any other action or proceeding. In addition, in such an event, the Settlement Amount, including any monies advanced prior to final approval for settlement administration but not yet spent, shall be returned to Molina with all applicable interest, except that in the event the Settlement Agreement does not receive final approval, Molina will not be entitled to any refund of any costs paid for class notice.

12. In the event that any provision of the Settlement Agreement or this Final Approval Order is asserted by the Released Parties, including Molina, as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action, or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to

the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreement, this Final Approval Order, and this Court's authority to effectuate the Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

13. By incorporating the Settlement Agreement and its terms herein, the Court determines that this Final Approval Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

14. The Court approves Class Counsel's application for \$_____ in attorneys' fees, reimbursement of expenses incurred in the prosecution of the case in the amount of \$_____, and an incentive award for Representative Plaintiff in the amount of \$_____.

IT IS SO ORDERED.

Dated: _____

Hon. Claire V. Eagan
United States District Court Judge

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DR. SAM LEBARRE HORTON, on behalf)
of himself and all other entities and persons)
similarly situated,)
)
Plaintiff,)
)
v.)
)
MOLINA HEALTHCARE, INC.,)
)
Defendant.)

Case No. 4:17-cv-00266-CVE-JFJ

**[PROPOSED] ORDER (1) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS,
(2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
(3) APPROVING NOTICE PLAN, AND (4) SETTING FINAL APPROVAL HEARING**

This matter came before the Court on Plaintiff’s motion for preliminary approval of the proposed class action settlement (the “Settlement”) of the above-captioned case (the “Action”). The Action was brought by plaintiff Dr. Sam LeBarre Horton (“Class Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated against defendant Molina Healthcare, Inc. (“Defendant” or “Molina”) (together, with Class Plaintiff, the “Parties”). Based on this Court’s review of the Parties’ April 17, 2019 Settlement Agreement (the “Settlement Agreement”), Class Plaintiff’s Motion for Preliminary Approval of Settlement, and the arguments of counsel:

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS BASED ON GOOD CAUSE SHOWN:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Settlement Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class.

3. Scope of Settlement. The Settlement Agreement resolves all claims alleged in the Class Action Complaint filed in the District Court of Rogers County, Oklahoma on April 7, 2017, amended (before service) on April 12, 2017, thereafter removed to this Court on May 11, 2017, and as amended finally on August 17, 2018.

4. Preliminary Approval of Proposed Settlement Agreement. The Court has conducted a preliminary evaluation of the proposed settlement as set forth in the Settlement Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that: (a) the proposed Settlement Agreement is fair, reasonable, and adequate, and within the range of possible approval; (b) the Settlement Agreement has been negotiated in good faith at arms' length between experienced attorneys familiar with the legal and factual issues of this case aided by an experienced and neutral third-party mediator; and (c) with respect to the forms of notice of the material terms of the Settlement Agreement to persons in the Settlement Class for their consideration and reaction (**Exhibit B** to the Settlement Agreement), that notice is appropriate and reasonable. Therefore, the Court grants preliminary approval of the Settlement, as follows.

5. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

All persons with cases and claims against Molina arising out of the sending of unsolicited facsimiles in connection with Molina's network builds by Southwest Medical Consulting, LLC for the class period from April 12, 2013 to the present. Excluded from the Settlement Class are Molina, and any affiliate, subsidiary or division of Molina, along with any employees thereof, and any entities in which any of such companies have a controlling interest; Southwest, along with any employees or owners thereof; as well as all persons who validly opt-out of the Settlement Class.

6. In connection with this preliminary certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) The Class Representative's claims appear to be typical of the claims being resolved through the proposed settlement;

(d) The Class Representative appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Settlement Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

7. Class Representative. The Court appoints Class Plaintiff to act as representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Class Counsel. The Court appoints the following as Class Counsel for the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure:

J. Gerard Stranch, IV
Joe P. Leniski, Jr.
BRANSTETTER, STRANCH & JENNINGS, PLLC
The Freedom Center
223 Rosa Parks Ave., Ste. 220
Nashville, TN 37203

James A. Streett
STREETT LAW FIRM, P.A.
107 West Main
Russellville, AR 72801

Jason B. Aamodt, OBA No. 16974
INDIAN AND ENVIRONMENTAL LAW GROUP
204 Reunion Center
Nine East Fourth Street
Tulsa, Oklahoma 74103

9. Final Approval Hearing. At _____ a.m. on _____, in Courtroom ____, United States Courthouse, 333 West Fourth Street, Room 411, Tulsa, OK, 74103, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and to determine whether (a) final approval of the settlement embodied by the Settlement Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and incentive award to Class Plaintiff should be granted, and in what amount. No later than thirty (30) days before the Final Approval Hearing, Class Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the incentive awards to the Class Representatives. No later than fourteen (14) days prior to the Final Approval Hearing, Class Plaintiff must file papers in support of final approval of the Settlement and respond to any written objections. Defendant may (but is not required to) file papers in support of final approval of the Settlement, so long as they do so no later than _____.

10. Settlement Claims Administrator. _____ is hereby appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Agreement and this Order.

11. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class directly (using mail) and through publication via establishment of a Settlement Website, as

more fully described in Plaintiffs' Motion ("Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances. The Court hereby directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan no later than _____ ("Settlement Notice Date").

12. Filing Proof of Notice The Claims Administrator will file with the Court by no later than _____, which is fourteen (14) days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Agreement and this Order.

13. Objection and Opt-Out Deadline. Persons in the Settlement Class who wish to either object to the Settlement or request to opt-out/exclude themselves must do so by _____, which is the first business date sixty (60) calendar days after the Settlement Notice Date. Persons in the Settlement Class may not both object and opt-out/exclude themselves from the proposed settlement. If a person both requests to opt-out/exclude and objects, the request to opt-out/exclude will control.

14. Opt-Out/Exclusion from the Settlement Class. Persons in the Settlement Class may opt-out/exclude themselves from this settlement by submitting a written request containing all of the information described in this section, in the Settlement Agreement, and on the Class Notice to the Claims Administrator. Such request may be made by mail, fax, or via the Settlement Website. To be valid, opt-out requests must be sent to the Claims Administrator not later than sixty (60) days following the date of dissemination of the Class Notice. Exclusion requests must: (a) be signed (if sent by mail or fax) or electronically signed (if submitted via the Settlement Website); (b) include the full name, address, and facsimile telephone of the person(s) requesting exclusion; and (c) include the following statement: "I/we request to be excluded from the class

settlement in *Dr. Sam LeBarre Horton v. Molina Healthcare, Inc.*, Case No. 4:17-cv-00266-CVE-JFJ.” No exclusion request will be considered unless all of the information described above is included. A request to be excluded that is sent by means other than that as designated in the notice, or that is not timely received by the Claims Administrator, shall be invalid. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may opt-out/exclude any other person in the Settlement Class from the Settlement Class.

15. Filing Opt-Out Requests. The Claims Administrator will retain a copy of all opt-out requests. Not later than ten (10) days before the Final Approval Hearing, the Claims Administrator will file under seal with the Court a declaration that lists all of the opt-out requests received.

16. Effect of Opt-Out. If a timely and valid opt-out request is made by a person(s) in the Settlement Class, then the Agreement and any determinations and judgments concerning it will not bind the excluded person(s).

17. Settlement Class Members Bound. All Settlement Class Members will be bound by all determinations and judgments concerning the Agreement.

18. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions in the Class Notice and file a written objection with the Court by the objection deadline. In order to be heard, the Settlement Class Member must make any objection in writing and file it with the Court not later than sixty (60) days following the date of dissemination of the Class Notice. In order to be heard, the objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel – J. Gerard Stranch, IV or Joe P. Leniski, Jr., Branstetter, Stranch & Jennings, PLLC, 223 Rosa Parks Avenue, Suite 200, Nashville, Tennessee 37203; and (b) Molina’s Counsel – Mary Quinn Cooper, McAfee & Taft, Williams Center Tower II, Two West Second Street, Suite 1100,

Tulsa, Oklahoma 74103. In the written objection, the objector must set forth: (1) the name and case number of the Action; (2) the objector's full name, address, and facsimile telephone number; (3) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (5) the identity of any counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (6) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (9) the objector's signature (an attorney's signature is not sufficient).

19. Failure to Properly Object. Any Settlement Class Member who fails to comply with Paragraph 18 (and as detailed in the Class Notice) will not be permitted to object to the Agreement at the Final Approval Hearing, will be foreclosed from seeking any review of the Agreement by appeal or other means, will be deemed to have waived his, her, or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding. All Settlement Class Members will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

20. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Action are stayed. If the Settlement is terminated or final approval does not for any reason occur, the stay will be immediately terminated.

21. Injunction. Pending the final determination of whether the Settlement should be

approved, the Class Representative and all persons in the Settlement Class are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral, or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Class, or any person actually or purportedly acting on behalf of any such person(s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who requests to opt-out/exclude themselves from the settlement pursuant to Paragraphs 13 and 14 of this Order.

22. If Settlement Is Not Consummated. If the proposed settlement is not approved or consummated for any reason whatsoever, the proposed settlement and all proceedings in connection with the proposed settlement will be without prejudice to the right of the Released Parties or the Class Representative to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court, except insofar as the Settlement Agreement expressly provides to the contrary. In such an event, the Parties will return to the *status quo ante* in the Action and the certification of the Settlement Class will be deemed vacated and be of no further force or effect. Should the final determination of whether the proposed settlement should be approved be withheld or not granted for any reason, or should the Settlement Agreement not become effective for any reason, the entire Settlement Amount, including any amounts advanced from the Settlement Amount in the Escrow Account for the

costs of Class Notice and settlement administration but not yet spent, shall be returned to Molina with all applicable interest, except that in the event the Settlement Agreement does not receive final approval, Molina will not be entitled to any refund of any costs paid for class notice. The certification of the Settlement Class for settlement purposes will not be considered as a factor in connection with any subsequent litigation of class certification issues.

23. No Admission of Liability. The Settlement Agreement and any and all negotiations, documents, and discussions associated with it, including, but not limited to, confirmatory discovery, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by the Released Parties, or the truth of any of the claims. Evidence relating to the Settlement Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Settlement Agreement, this Order, and the Final Approval Order.

24. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary and do not materially alter the terms of the proposed settlement. The Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.

25. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

<p>[_____] [15 calendar days after the date of this Order]</p>	<p>Deadline to Provide Class Notice</p>
<p>[_____] [30 days before the Final Approval Hearing]</p>	<p>Deadline for filing of Motion for Final Approval and Class Plaintiff's Motion for Attorneys' Fees and Incentive Awards</p>
<p>[_____] [60 days after the Settlement Notice Date]</p>	<p>Deadline to file objections or submit requests for opt-out/exclusion</p>
<p>[_____] [14 days before the Final Approval Hearing]</p>	<p>Deadline for Parties to File the Following: (1) List of persons who Made Timely and Proper Requests to Opt-Out/Exclusion; (2) Proof of Class Notice; and (3) Motion and Memorandum in Support of Final Approval, including responses to any Objections.</p>
<p>[_____] [90 days after the Settlement Notice]</p>	<p>Deadline for Settlement Class Members to Submit a Claim Form</p>
<p>[_____ at _____ a.m./p.m.]</p>	<p>Final Approval Hearing</p>

IT IS SO ORDERED.

Dated: _____

 Hon. Claire V. Eagan
 United States District Court Judge