

THE HONORABLE DAVID G. ESTUDILLO

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AARON WILLIAMS, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

PILLPACK LLC,

Defendant.

Case No. 3:19-cv-05282-DGE

**DECLARATION OF BLYTHE H. CHANDLER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF SETTLEMENT**

I, Blythe H. Chandler, declare as follows:

1. I am a member of the law firm of Terrell Marshall Law Group PLLC and co-counsel of record for Plaintiff in this matter. I am admitted to practice before this Court and am a member in good standing of the bar of the state of Washington. I respectfully submit this declaration in support of Plaintiff's Motion for Final Approval of Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. The Settlement Administrator in this matter is Epiq Systems, Inc. The information regarding notice and claims in this declaration was provided to me by the Settlement Administrator in reports and email correspondence. The Settlement Administrator will provide to all counsel a declaration with more detail on the work it has done by March 27, 2025.

3. The settlement website went live by November 21, 2024. Class Counsel's motion was posted to the settlement website the day after it was filed.

1 4. On November 21, 2024, the administrator mailed 29,385 postcard notices with
2 tear-off claim forms and sent 14,833 email notices.

3 5. A month later, the Settlement Administrator sent 41,592 reminder postcard
4 notices and 10,249 reminder email notices.

5 6. Two weeks after that, the Settlement Administrator sent 38,503 second
6 reminder postcard notices and 9,291 second reminder email notices.

7 7. The Settlement Administrator also ran an online banner advertising program.

8 8. No Settlement Class Members opted out or objected to the Settlement.

9 9. By the time of this filing, the Settlement Administrator had received 18,246
10 claims.

11 10. The Settlement Administrator has validated 10,768 of those claims, which
12 represents a minimum valid claims rate of 35.57%.

13 11. There are an additional 122 claims that were submitted late but are otherwise
14 valid.

15 12. The Settlement Administrator sent deficiency letters to 7,356 claimants whose
16 timely claims have some deficiency. Deficiencies include claims where the claim form is
17 unsigned, the number submitted is not in the call records, or where multiple people claimed
18 ownership of the same phone number that is in the call records.

19 13. If the attorneys' fees, costs, and service awards are approved as requested, and
20 only the already validated and late but otherwise valid claims submitted to date were accepted,
21 each claimant will receive a payment of approximately \$355.

22 14. If all the deficient claims were cured and validated, each claimant would receive
23 approximately \$212. If 30% of the deficient claims are cured, each claimant would receive
24 approximately \$295 and the valid claims rate would be over 43%.

25 15. Since the notice was sent, the staff of my office have received calls from at least
26 190 people asking questions about the settlement. They assisted the heirs of deceased
27 Settlement Class Members in completing declarations that allowed them to file claims, helped

1 claimants to correct incomplete or incorrect claim forms, and mailed copies of the claim form
2 to people who requested them.

3 16. The Settlement Agreement is attached hereto as Exhibit 1.

4 I declare under penalty of perjury under the laws of the State of Washington and the
5 United States of America that the foregoing is true and correct.

6 EXECUTED at Seattle, Washington and DATED this 18th day of March, 2025.

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8 By: /s/ Blythe H. Chandler

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Blythe H. Chandler, WSBA #43387

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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

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

- (a) PillPack LLC (“PillPack” or “Defendant”), and
- (b) Plaintiff, as defined below, individually and as representative of the certified class, which shall be a Settlement Class, as defined below.

RECITALS

A. Plaintiff Aaron Williams filed a lawsuit against PillPack under the caption *Williams v. PillPack LLC*, No. 3:19-cv-05282-DGE (W.D. Wash.) (the “Action”). The Action is pending in the United States District Court for the Western District of Washington and is assigned to the Honorable David G. Estudillo (“Court”). Plaintiff claims that PillPack violated the Telephone Consumer Protection Act by hiring third parties to place prerecorded voice message calls to cell phones, that consumers did not provide valid prior express written consent to the calls, and that PillPack is vicariously liable for the calls.

B. This case has been litigated extensively for more than five years. The Parties engaged in comprehensive formal discovery, including written discovery, depositions, and third-party discovery, after which they mediated their dispute with an experienced and respected mediator before reaching the settlement embodied in this Agreement.

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

D. Class Counsel, as defined below, have analyzed and evaluated the merits of all Parties’ contentions and the impact of this Agreement on the members of the certified class and Settlement Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the class, Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Settlement Class.

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

I. DEFINITIONS

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

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

1.2. “Class Counsel” means Terrell Marshall Law Group PLLC, Smith & Dietrich Law Office PLLC, and Paronich Law P.C., the attorneys appointed by the Court to represent the certified class.

1.3. “Class List” means the list of telephone numbers prepared by Class Counsel’s expert, reflecting cellular telephone numbers transferred to PillPack’s call center on the DNIS 866-298-0058 as part of the Performance Media campaign.

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

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

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

1.7. “Initial Notice Deposit” means an initial payment of \$40,000 from the Settlement Fund that PillPack will pay to the Settlement Administrator within twenty (20) business days after Preliminary Approval to cover expected initial notice and administration expenses through the date of the Final Approval Hearing. If Final Approval does not occur, PillPack shall be entitled to receive a refund of any amounts remaining of the Initial Notice Deposit.

1.8. “Net Settlement Fund” means the remainder of the Settlement Fund after payment of the costs of Settlement Notice, Settlement Administration, attorneys’ fees, costs, and expenses, and any Service Award as set forth in Paragraphs 2.2 and 2.4 below.

1.9. “Parties” means Plaintiff and PillPack LLC.

1.10. “PillPack Performance Media Campaign” means lead generation activity conducted pursuant to PillPack’s April 16, 2018 Insertion Order with Performance Media Strategies.

1.11. “Plaintiff” means Aaron Williams.

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

1.13. “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to prerecorded voice message calls placed as part of the PillPack Performance Media Campaign (collectively, “Claims”), that have been, or could have been, brought in the Action, as well as any Claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. In addition, with respect to Plaintiff only, “Released Claims” include all claims arising out of any conduct or omissions occurring to the Execution Date that might be attributable to PillPack.

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

1.15. “Settlement Class” means: All persons or entities within the United States who between March 13, 2018, and June 16, 2019, received a non-emergency telephone call promoting goods and services on behalf of PillPack LLC as part of the PillPack Performance Media Campaign:

- i. to a cellular telephone number through the use of an artificial or prerecorded voice; and
- ii. Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and
- iii. Performance Media or its agents did not obtain the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com, sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com between June 19, 2017, and May 3, 2019, before the date(s) of the call(s).
- iv. The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant’s current or former directors, officers,

counsel, and their immediate families. The Settlement Class also does not include any person who validly requests exclusion from the Settlement Class, or Melvin Tyson, who validly requested exclusion from the certified class (see Dkt. No. 320).

1.16. “Settlement Class Member” means individuals or entities who are within the Settlement Class.

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

1.18. “Settlement Notice Date” means a date thirty (30) calendar days from the date of Preliminary Approval.

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

1.20. “Settlement Administrator” means Epiq Systems (“Epiq”), the independent company that the parties have selected to notify the Settlement Class of the Settlement and administer the Settlement, as described in Section 4 of this Agreement.

1.21. “Settlement Fund” means a total amount of six million five hundred thousand dollars (\$6,500,000) that Defendant will make available for any and all payments under this Agreement, including but not limited to, costs of Settlement Notice, Settlement Administration, attorneys’ fees, costs, and expenses, any Service Award, and Claimant Awards as set forth in Paragraphs 2.1, 2.2, and 2.4 below. Defendant is not required to place all or any portion of the Settlement Fund into a separate bank account and will not relinquish control of any funds until payments are due. Defendant shall not be responsible for any payments or obligations other than those specified in this Agreement.

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

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

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

II. GENERAL TERMS OF SETTLEMENT

2.1. **Payments to Eligible Claimants.** As set forth more fully below, PillPack will pay, through the Settlement Administrator, each Eligible Claimant the Claimant Award applicable to that Eligible Claimant on or before the Distribution Date.

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

2.3. **Data.** Within ten (10) calendar days of Preliminary Approval, Defendant shall provide to the Settlement Administrator the following data pertaining to potential members of the Settlement Class:

2.3.1. email addresses and the last known mailing addresses from PillPack user profiles for numbers included on the Class List generated by Plaintiff's expert and not already produced by PillPack in this litigation.

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

III. SETTLEMENT APPROVAL AND SETTLEMENT NOTICE

3.1. **Preliminary Approval.** Within thirty (30) calendar days of the Execution Date of this Agreement, Plaintiff will move for an order in the form of Exhibit H ("Preliminary Approval Order"), which, *inter alia*, grants the Court's Preliminary Approval of this Agreement; approves Settlement Notice to the Settlement Class of the class action status and proposed settlement of the Action; approves the forms of Settlement Notice, which will be substantially in the form of Exhibits A–F; and sets a Final Approval Hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.2. **Limited Effect of Settlement Class.** If this Agreement terminates or is nullified, Defendant shall be free to assert any defenses available to it, including, but not limited to, seeking decertification of the class. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

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

3.3.1. **Compiling the Notice List.** After receiving the Paragraph 2.3 data from PillPack, the Settlement Administrator will create a list of persons that will receive individual notice via email, or if unavailable, mail. The Settlement Administrator shall use PillPack's user profile information, responses to wireless carrier subpoenas previously issued by Plaintiff, and standard industry practices to locate contact information for these persons where necessary, including but not limited to reverse lookups, and shall account for updated information obtained as part of the earlier class notice process in this matter.

3.3.2. **Settlement Website.** The Settlement Administrator shall update the existing class notice website at <https://pillpacktcpaclassaction.com> by posting a downloadable copy of the Long Form Settlement Notice and Claim Form, substantially in the forms of Exhibits A and G, in .pdf format. An online claim form accessible only after entry of either a telephone number on the Class List or unique claims code shall also be available on the website. Other key legal documents, such as the operative complaint, motion for preliminary approval, any motion for attorneys' fees, costs, and expenses and Service Awards, and any Court orders relating to the settlement, shall be made available on the website. The Internet address of the website and/or a hyperlink to the website shall be included prominently on the notices described in this Paragraph 3.3. The website shall be active and accessible by the Settlement Notice Date through one hundred eighty (180) calendar days after the Distribution Date.

3.3.3. **IVR Telephone Line.** The Settlement Administrator shall establish and maintain a toll-free IVR telephone line for Settlement Class Members to call with Settlement-related inquiries until the date of the Final Approval. Settlement Class Members that wish to obtain live assistance will be provided contact information for Class Counsel.

3.3.4. **Email Notice.** The Settlement Administrator will provide Settlement Notice to the Settlement Class Members via email where at least one email address is available for the Settlement Class Member. The Email Notice will be provided by an email sent by the Settlement Administrator containing text substantially in the form of Exhibit B and will direct recipients to the website referred to in Paragraph 3.3.2 above. The Settlement Administrator shall re-send any Email Notice returned as undeliverable to the next available email address or, if none is available, to send to the Settlement Class Member the Postcard Notice described in Paragraph 3.3.5 below. The Settlement Administrator will send a Reminder Email Notice, substantially in the form of Exhibit C, to any Settlement Class Members that have not filed a claim thirty (30) calendar days

before the deadline for Settlement Class Members to file a claim. The Settlement Administrator will send a subsequent Reminder Email Notice to Settlement Class Members who have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. All email notices, including reminder notices, shall include a unique claims code associated with the notice recipient. Class Counsel may direct the Settlement Administrator to send Settlement Class Members for whom the Settlement Administrator has email addresses a Reminder Postcard Notice as well.

3.3.5. Postcard Notice. For any Settlement Class Member who does not have an email address available, the Settlement Administrator will provide Settlement Notice to the Settlement Class Members via U.S. mail. Before mailing under this Paragraph, the Settlement Administrator shall run the last known postal addresses of the Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. The Postcard Notice will be provided by a postcard sent via United States mail containing text and a tear-off Claim Form substantially in the form of Exhibit D and will direct recipients to the website referred to in Paragraph 3.3.2 above. The Settlement Administrator shall be obliged to re-mail any Postcard Notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated address information through a skip tracing process before re-mailing. The Settlement Administrator will send a Reminder Postcard Notice, substantially in the form of Exhibit E, to any Settlement Class Members that have not filed a claim thirty (30) calendar days before the deadline for Settlement Class Members to file a claim. The Settlement Administrator will send a subsequent Reminder Postcard Notice to Settlement Class Members who have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. All postcard notices, including reminder notices, shall include a unique claims code associated with the notice recipient.

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

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

3.5. Exclusion Requests. Any exclusion requests must include the requesting person’s (i) name, address, and telephone number; (ii) a statement confirming that they want to exclude

themselves from the Settlement Class; the case name and number; and (iii) the person's signature and the date. Each written request for exclusion must be signed by the individual seeking exclusion, submitted by the Settlement Class Member, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be permitted.

3.6. **Objections.** Any objections must include the following: (i) the Settlement Class Member's full name, address, and current telephone number; (ii) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (iii) if the individual is represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request; and (iv) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; (v) the identity of any witnesses the objector may call to testify; and (vi) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits. A Settlement Class Member may withdraw an objection by communicating such withdrawal in writing to Class Counsel.

3.7. **Entry of Settlement Order and Final Judgment.** No later than thirty (30) calendar days after the deadline for submitting Claim Forms, objections, and opt-outs, Plaintiff will request that the Court enter the Settlement Order and Final Judgment, in the form of Exhibit I, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claimant Awards be paid to Eligible Claimants (as set forth below in Paragraphs 4.4-4.6 below), ordering that attorneys' fees, costs, expenses, and Service Awards be paid in the amount approved by the Court, approving the Notice provided by PillPack pursuant to the Class Action Fairness Act of 2005, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

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

IV. DISTRIBUTION OF PAYMENTS

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

4.2. **Payment of Settlement Fund.** No later than fourteen (14) calendar days after the date of Final Approval, PillPack shall pay to the Settlement Administrator the Settlement Fund, less any amounts paid for the Initial Notice Deposit and other funds paid to the Settlement Administrator.

4.3. **Distribution of Attorneys' Fees, Costs, Expenses, and Service Awards.** No later than thirty (30) calendar days after the date of Final Approval, the Settlement Administrator shall pay attorneys' fees, costs, expenses, and Service Awards in an amount approved by the Court by wire transfer delivered to Terrell Marshall Law Group PLLC. Neither the Settlement Administrator nor PillPack shall have any responsibility or liability for any failure of Terrell Marshall to deliver any share of fees, costs, expenses, or any Service Award to Paronich Law or Smith & Deitrich, or any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action, or any payment to Plaintiff. PillPack's obligations with respect to any fees, costs, expenses, or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action) or Plaintiff shall be fully and forever discharged upon its payment to the Settlement Administrator pursuant to this Paragraph. Other than PillPack's obligation to pay the Settlement Fund, from which the Settlement Administrator shall pay the Class Counsel attorneys' fees, reasonable out-of-pocket costs and expenses, and Service Award in amounts approved by the Court, PillPack shall have no further obligations to Class Counsel, or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, or Plaintiff.

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

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

4.4.2. **Multiple Claims for One Number.** In the event that more than one claimant claims to have been the owner or regular number of a phone number on the Class List, the Settlement Administrator shall collect such verification information as Class Counsel may direct to identify the correct claimant, including billing statements covering the date of the call(s) to the number.

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

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

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

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

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

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

V. RELEASES

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

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

5.3. **Individual Release by Plaintiff.** Effective upon Final Approval, the Plaintiff, for himself and on behalf of his respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through each or any of him in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties.

5.4. **Effect of Releases.** With respect to any and all Released Claims, Plaintiff and the Settlement Class Members stipulate and agree that upon Final Approval, the Plaintiff, for himself and on behalf of his respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through him, shall expressly waive, and each Settlement Class Member and each Settlement Class Members' respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement. California Civil Code § 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

VI. MISCELLANEOUS PROVISIONS

6.1. **Settlement Purpose of Agreement.** This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or

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

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

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

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

6.5. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to

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

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

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

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

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

6.10. **Use and Retention of Information.** The data provided to the Settlement Administrator, described in Paragraph 2.3 above, any Claim Forms submitted under Paragraph 4.4 above, and any other documentation containing the names, addresses, or phone numbers in possession of the Settlement Administrator, may be used only for purposes of implementing this Agreement. All such information shall be destroyed within thirty (30) calendar days of the date that all monies from the Settlement Fund have been distributed.

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

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

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

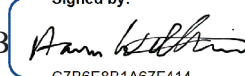
6.14. **Communications.** Any communications by the Parties to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

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

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

AGREED TO AND ACCEPTED:

Dated: 08/19/2024, 2024

Signed by:
B  _____
C7B6E8B1A67F414...

Individually and on behalf of the proposed Settlement Class

TERRELL MARSHALL LAW GROUP
PLLC
Attorneys for Plaintiff and the Class

Dated: _____, 2024

By: _____
Beth E. Terrell, WSBA #26759
Email: bterrell@terrellmarshall.com
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com
Adrienne D. McEntee, WSBA #34061
Email: amcentee@terrellmarshall.com
Blythe H. Chandler, WSBA #43387
Email: bchandler@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

PARONICH LAW, P.C.
Attorneys for Plaintiff and the Class

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

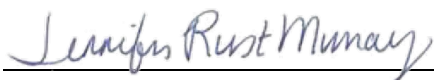
AGREED TO AND ACCEPTED:

Dated: _____, 2024

By: _____
Aaron Williams
Individually and on behalf of the proposed
Settlement Class

TERRELL MARSHALL LAW GROUP
PLLC
Attorneys for Plaintiff and the Class

Dated: August 19, 2024

By: 
Beth E. Terrell, WSBA #26759
Email: bterrell@terrellmarshall.com
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com
Adrienne D. McEntee, WSBA #34061
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PARONICH LAW, P.C.
Attorneys for Plaintiff and the Class

Dated: August 19, 2024

By: Anthony Paronich
Anthony I. Paronich, *Admitted Pro Hac Vice*
Email: anthony@paronichlaw.com
350 Lincoln Street, Suite 2400
Hingham, Massachusetts 02043
Telephone: (617) 485-0018
Facsimile: (508) 318-8100 Beth E. Terrell,
WSBA #26759

SMITH & DIETRICH LAW OFFICES PLLC
Attorneys for Plaintiff and the Class

Dated: _____, 2024

By: _____
Walter M. Smith, WSBA #46695
Email: walter@smithdietrich.com
Steve E. Dietrich, WSBA #21897
Email: steved@smithdietrich.com
3905 Martin Way East, Suite F
Olympia, Washington 98506
Telephone: (360) 915-6952

DAVIS WRIGHT TREMAINE LLP
Attorneys for PillPack LLC

Dated: _____, 2024

By: _____
Kenneth E Payson, WSBA #26369
Email: kenpayson@dwt.com
Lauren Burdette Rainwater, WSBA #43625
Email: laurenrainwater@dwt.com
Eric Franz, WSBA #52755
Email: ericfranz@dwt.com
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104-1610
Telephone: (206) 622-3150
Facsimile: (206) 757-7700

PILLPACK LLC, a wholly-owned, indirect subsidiary of AMAZON.COM, INC.
Defendant

Dated: _____, 2024

By: _____
John Love, VP, Pharmacy

Dated: _____, 2024

By: _____
Anthony I. Paronich, *Admitted Pro Hac Vice*
Email: anthony@paronichlaw.com
350 Lincoln Street, Suite 2400
Hingham, Massachusetts 02043
Telephone: (617) 485-0018
Facsimile: (508) 318-8100
Beth E. Terrell, WSBA #26759

SMITH & DIETRICH LAW OFFICES PLLC
Attorneys for Plaintiff and the Class

Dated: 8/19/2024, 2024

By: Walter Smith
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3905 Martin Way East, Suite F
Olympia, Washington 98506
Telephone: (360) 915-6952

DAVIS WRIGHT TREMAINE LLP
Attorneys for PillPack LLC

Dated: _____, 2024

By: _____
Kenneth E Payson, WSBA #26369
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Lauren Burdette Rainwater, WSBA #43625
Email: laurenrainwater@dwt.com
Eric Franz, WSBA #52755
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Email: anthony@paronichlaw.com
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Facsimile: (508) 318-8100 Beth E. Terrell,
WSBA #26759


SMITH & DIETRICH LAW OFFICES PLLC
Attorneys for Plaintiff and the Class

Dated: _____, 2024

By: _____
Walter M. Smith, WSBA #46695
Email: walter@smithdietrich.com
Steve E. Dietrich, WSBA #21897
Email: steved@smithdietrich.com
3905 Martin Way East, Suite F
Olympia, Washington 98506
Telephone: (360) 915-6952

DAVIS WRIGHT TREMAINE LLP
Attorneys for PillPack LLC

Dated: August 19 _____, 2024

By:  _____
Kenneth E Payson, WSBA #26369
Email: kenpayson@dwt.com
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Defendant

Dated: _____, 2024

By: _____
John Love, VP, Pharmacy

Dated: _____, 2024

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Anthony I. Paronich, *Admitted Pro Hac Vice*
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WSBA #26759

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Attorneys for Plaintiff and the Class

Dated: _____, 2024

By: _____
Walter M. Smith, WSBA #46695
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Steve E. Dietrich, WSBA #21897
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PILLPACK LLC, a wholly-owned, indirect subsidiary of AMAZON.COM, INC.

Defendant
DocuSigned by:

Dated: August 19, 2024, 2024

By: John Love
95D1D2CA6A5B4E7...
John Love, VP, Pharmacy

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Notice of Proposed Class Action Settlement

Williams v. PillPack LLC
Case No. C19-5282-DGE

If a prerecorded or artificial voice call promoting PillPack’s services as part of the PillPack Performance Media campaign was placed to your cellular telephone between May 13, 2018 and June 16, 2019, and the call was transferred to a PillPack call center, you may be entitled to a payment from a class action settlement.

Class counsel estimates that payments could be between **\$600 and \$1,500**. This is only an estimate, the final amount may be more or less depending on the number of claims filed. You must complete a Claim Form to get a payment.

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

- A settlement has been proposed to end a class action lawsuit against PillPack LLC (“PillPack” or “Defendant”), known as *Williams v. PillPack LLC*, Case No. C19-5282-DGE (W.D. Wash.) (the “Lawsuit”) for violations of the Telephone Consumer Protection Act (TCPA). The Lawsuit alleges that telemarketers placed prerecorded telephone calls to cellular telephones as part of a PillPack Performance Media campaign, and those calls were transferred to a PillPack call center. The Plaintiff, Aaron Williams, alleges that PillPack did not have prior express written consent to place the calls.
- Defendant denies any wrongdoing. Defendant claims it has abided by all state and federal laws, and that the Lawsuit is not well grounded in law or fact. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The parties in the Lawsuit have agreed to resolve the lawsuit with a \$6,500,000 settlement to resolve the claims of a Settlement Class defined as follows:

Persons or entities in the United States who between March 13, 2018, and June 16, 2019, received a non-emergency telephone call promoting goods and services on behalf of PillPack, LLC as part of the PillPack Performance Media campaign:

(i) to a cellular telephone number through the use of an artificial or prerecorded voice; and

(ii) Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and

(iii) Performance Media or its agents did not obtain the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com, sweepstakesaday.com, surveyvoices.com, or financedoneright.com between June 19, 2017, and May 3, 2019, before the date(s) of the call(s).

The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant’s current or former directors, officers,

counsel, and their immediate families. The Settlement Class also does not include any person who validly requests exclusion from the Settlement Class, or Melvin Tyson, who validly requested exclusion from the certified class.

- The Court has scheduled a Final Approval Hearing for [DATE], 2024. If the settlement is approved and becomes final, you will be issued a payment if (i) you are a member of the Settlement Class; and (ii) you file a valid Claim Form before [DATE], 2024. Even if you do not file a Claim Form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the settlement. Read below or call [INSERT] for more information.

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

BASIC INFORMATION

1. Why did I get this notice?

Records indicate that you may have received a prerecorded or artificial voice call as part of the PillPack Performance Media campaign and that call was transferred to a PillPack call center. This notice explains that the Court has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise before the Court decides whether to approve the settlement. To get a payment from the settlement, you must complete a Claim Form by [DATE]. Judge David G. Estudillo of the United States District Court for the Western District of Washington is overseeing this class action. The lawsuit is known as *Williams v. PillPack, LLC*, No. C19-5282-DGE (W.D. Wash.) (the "Lawsuit").

2. What is this lawsuit about?

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

Here, the class representative alleges that PillPack is liable for TCPA violations caused by its agents making prerecorded or artificial voice telemarketing calls to cellular telephones and then live transferring those calls to a PillPack call center. The class representatives allege that class members did not give permission to receive these calls.

The Court certified a Class that includes:

Persons or entities in the United States who between March 13, 2018, and June 16, 2019, received a non-emergency telephone call promoting goods and services on behalf of PillPack, LLC as part of the PillPack Performance Media campaign:

- (i) to a cellular telephone number through the use of an artificial or prerecorded voice; and
- (ii) Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and
- (iii) Performance Media or its agents did not obtain the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com, sweepstakesaday.com, surveyvoices.com, or financedoneright.com between June 19, 2017, and May 3, 2019, before the date(s) of the call(s).

Defendant PillPack denies any wrongdoing and believes it has fully complied with the law. Defendant has asserted many defenses it believes would be successful at trial. In agreeing to settle, Defendant maintains that it complied with the law and does not admit any wrongdoing. The settlement is not an admission of wrongdoing. The Court has not decided whether PillPack did anything wrong. If the Court approves the settlement, there will be no trial about the claims in the lawsuit.

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

In a class action, one or more people, called class representatives (in this case, Aaron Williams), sue on behalf of people who have similar claims. These people together are called a class, or class members. The class representative who sued, and all class members like him, are called Plaintiffs. The company he sued (in this case, PillPack LLC) is called the Defendant. One court resolves the issues for everyone in the class except for those people who choose to exclude themselves from the class.

4. Why is this lawsuit a class action?

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

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

5. What has happened in the lawsuit?

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

WHO IS IN THE SETTLEMENT CLASS

6. Am I part of the Settlement Class?

You are a member of the Settlement Class if you (1) received a prerecorded voice call as part of the PillPack Performance Media campaign between March 13, 2018, and June 16, 2019; (2) Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and (3) Performance Media or its agents did not obtain the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com, sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com between June 19, 2017, and May 3, 2019, before the date(s) of the call(s).

If you received a notice of this settlement via email or email, that means records indicate that you might be part of the Settlement Class.

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

The Settlement Class also does not include any person who validly requests exclusion from the Settlement Class, or Melvin Tyson, who validly requested exclusion from the certified class.

THE PROPOSED SETTLEMENT

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

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

If the settlement is approved and becomes final, PillPack will pay \$6.5 million (\$6,500,000) into a Settlement Fund. This money will be used to: (1) make Claimant Awards to Settlement Class Members who complete a valid Claim Form, (2) pay the costs of distributing notice and settlement payments to Settlement Class Members and other costs of administering the settlement; and (3) pay court-awarded attorneys' fees and litigation expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and any service award granted to the Class Representative.

Class Counsel estimate that payments could be between \$600 and \$1,500. This is only an estimate, the final amount may be more or less depending on the number of claims that are made. You must complete a Claim Form to get a payment.

8. What claims will be released by the Settlement?

If you stay in the Settlement Class you will be giving up any and all claims against PillPack or related entities for prerecorded voice calls about PillPack made from March 13, 2018, to June 16, 2019.

Specifically, the settlement will release any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to prerecorded voice message calls placed as part of the PillPack Performance Media Campaign (collectively, "Claims"), that have been, or could have been, brought in the Action, as well as any Claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action.

The full Settlement Agreement is available here.

9. How are Claimant Award payments calculated?

If the settlement is approved and becomes final, Settlement Class Members who complete and submit a valid Claim Form will be issued a payment. Settlement Class Members' payment amounts will be shared equally among all Settlement Class Members who submit valid Claim Forms, after the Court-ordered deduction of settlement costs, attorneys' fees, expenses, and any service award granted to the Class Representative. Class Counsel estimate that payments could range between \$600 and \$1,500 per claimant, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

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

For any payments that are uncashed or deemed undeliverable by the Settlement Administrator, the funds will be distributed by one or both of the following means: (1) a pro rata second distribution to those Settlement Class Members who cashed/received their initial payments (if there are sufficient residual funds to justify the administrative costs of such distribution); and/or (2) distribution to the Legal Foundation of Washington.

YOUR RIGHTS AND OPTIONS

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

10. How do I get a payment?

Complete a Claim Form by [DATE]. This is the only way to get a payment from the settlement. The Claim Form requires you to confirm that you were the owner or regular user of a phone number in the calling date during the date of the calls and that, to the best of your knowledge and belief, you did not provide prior written consent to receive the prerecorded call(s). The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks or electronic payment.

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

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

Mailed Claim Forms must be postmarked by [DATE], 2024. Each Settlement Class Member is entitled to submit only one Claim Form, regardless of the number calls they received. If you submit a Claim Form through the settlement website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate claim forms will be rejected.

11. What happens if I do nothing at all?

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

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

12. How do I object or comment?

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

- (a) the name and case number of this Lawsuit (*Williams v. PillPack LLC*, No. C19-5282-DGE (W.D. Wash.));
- (b) your full name, mailing address and telephone number;
- (c) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and an explanation of the basis for your contention that you are a Settlement Class Member, including the cellular telephone numbers on which you received a call you assert was part of the PillPack Performance Media campaign;
- (d) if you are represented by counsel, the name and telephone number of any attorney representing you in this matter, or any attorney who may be entitled to compensation for any reason related to the objection, whether counsel intends to submit a request for fees, and all factual and legal support for that request;
- (e) a statement of whether or not you intend to appear at the Final Approval Hearing, and if so, the identity of all counsel representing you who will appear at the Final Approval Hearing (who must enter a written Notice of Appearance of Counsel with the Clerk of the Court);
- (g) the identity of any witnesses you may call to testify;
- (h) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits.

Your comment or objection must be postmarked no later than [Date], 2024, and mailed to the following address:

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

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

You may exclude yourself from the lawsuit by completing the form available here, or by sending an email with your name and address to [EMAIL] stating that you wish to be excluded from the lawsuit. You must exclude yourself from the lawsuit by [DATE].

You have the right to exclude yourself if for any reason you do not wish to be part of the Settlement Class. If you are already pursuing claims against PillPack for violations of telemarketing laws, or plan to pursue such claims, you should talk to your lawyer in that matter. You should exclude yourself from the Settlement Class if you wish to separately make claims against PillPack based on telemarketing. If you exclude yourself from the Settlement Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you will not get a payment from the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed Terrell Marshall Law Group PLLC, Smith & Dietrich Law Offices PLLC, and Paronich Law PC to represent you and all Class members. These lawyers are called Class Counsel. They are experienced in handling similar cases. More information about the law firms, their practices, and their lawyers’ experience is available at www.terrellmarshall.com, www.smithdietrich.com, and www.paronichlaw.com.

15. Should I get my own lawyer?

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

16. How will the lawyers be paid?

Class Counsel (lawyers from Terrell Marshall Law Group, Paronich Law, and Smith & Deitrich Law Offices) will ask the Court to approve payment of legal fees of \$2,166,450, which is one third (33.33%) of the \$6.5 million settlement fund, and out-of-pocket costs of \$ADD from the settlement. They will also request a Service Award of \$20,000 for Aaron Williams.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [TIME] on [DATE], 2024, in the United States District Court for the Western District of Washington in Tacoma, 1717 Pacific Avenue, Tacoma, WA 98402. The hearing may be moved to a different date or time, or the Court may order that the hearing be held telephonically or by videoconference, without additional notice. Please check this website for updates or changes.

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

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

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

GETTING MORE INFORMATION

20. Are there more details available?

If you have questions that are not answered on this website, you can speak to Class Counsel by calling 1-XXX-XXX-XXXX toll free or by writing to: Terrell Marshall Law Group PLLC, 936 N 34th Street, Suite 300, Seattle, Washington 98103. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at www.pacer.uscourts.gov.

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

EXHIBIT B

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Notice of Class Action Settlement – Williams v. PillPack LLC

Claims Code: [XXXX-XXXX]

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

CLASS ACTION SETTLEMENT NOTICE

If you received one or more prerecorded or artificial voice calls on your cellular telephone as part of the PillPack Performance Media campaign between March 13, 2018, and June 16, 2019, **you may be eligible for a payment from a class action settlement.**

Records from the lawsuit reflect that you may have received such a call.

This Legal Notice Was Authorized by the Court

Your rights and options are explained in this notice. Please read this notice carefully. Full information regarding the settlement is available at www.PillPackTCPAClassAction.com

You are receiving this notice because you might be a Settlement Class Member in *Williams v. PillPack LLC*, No. 3:19-cv-05282-DGE (W.D. Wash.). **The parties have reached a \$6.5 million settlement and you might be entitled to a payment if the settlement is approved by the Court. Class counsel estimates that payments could be between \$600 and \$1,500. This is an estimate, the final amount may be more or less depending on the number of claims that are filed. To get a payment you must complete a claim form.**

The lawsuit claims that the PillPack Performance Media campaign used a prerecorded voice to call cell phones without prior express written consent in violation of the Telephone Consumer Protection Act. PillPack LLC (“PillPack” or “Defendant”) denies any wrongdoing and the Court has not decided whether PillPack did anything wrong. PillPack has asserted defenses that it believes would be successful at trial. In agreeing to settle, PillPack maintains that it complied with the law and does not admit any wrongdoing. More information is in a detailed notice available at the case website www.PillPackTCPAClassAction.com.

Am I a Settlement Class Member? You may be a Settlement Class Member if you received one or more prerecorded calls between March 13, 2018 and June 16, 2019, as part of the PillPack Performance Media campaign: (1) to your cell phone; (2) your call was transferred to a PillPack call center; and (3) Performance Media or its agents did not obtain your telephone number before calling you through certain websites between June 19, 2017 and May 3, 2019.

How do I get a payment? You must complete a Claim Form by [DATE] to get a payment. The Claim Form is available at www.PillPackTCPAClassAction.com.

What if I do nothing? If you do nothing, you will stay in the Settlement Class, not receive a payment, and give up your right to bring your own lawsuit about the calls.

What are my other options? You can exclude yourself from the Settlement Class and keep any right you may have to sue PillPack about the calls in a separate case, or object to the settlement if you disagree with it. You must mail a written statement to the Settlement Administrator postmarked by [DATE] to exclude yourself or object. More information about what to include in your exclusion request or objection is available at www.PillPackTCPAClassAction.com.

Who represents me? The Court has appointed a team of lawyers from Terrell Marshall Law Group, Paronich Law, and Smith & Deitrich Law Offices to serve as Class Counsel. They will ask to be paid reasonable legal fees of up to \$2,166,450 and out of pocket costs of \$ADD. They will also request a service award of \$20,000 for Aaron Williams.

When will the Court consider the settlement? The Court will hold a Final Approval Hearing at [TIME] on [DATE], 2025, at the U.S. Courthouse, 1717 Pacific Avenue, Tacoma, WA 98402. At that hearing, the Court will hear any objections concerning the fairness of the settlement, decide whether to approve the requested attorneys' fees and costs, service award, and determine whether the settlement should be approved.

How can I get more information? A more detailed notice and important case documents are at www.PillPackTCPAClassAction.com. You can also contact the Settlement Administrator at [admin phone], or write to Terrell Marshall Law Group PLLC, 936 N. 34th Street, Suite 300, Seattle, Washington 98103. Do not contact the Court with questions.

EXHIBIT C

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Notice of Class Action Settlement – Williams v. PillPack LLC

Claims Code: [XXXX-XXXX]

If you received a prerecorded voice call about pharmacy services that was transferred to a PillPack call center, you may be entitled to payment because of a class action settlement.

Records from the lawsuit reflect that you may have received such a call.

This Legal Notice Was Authorized by the Court

You previously received notice of a Settlement in a class action lawsuit that makes claims against PillPack under the Telephone Consumer Protection Act. You have been identified as a potential Settlement Class member and **to receive a settlement payment you must submit a valid Claim Form by [DATE].**

The parties have reached a \$6.5 million Settlement and you may be entitled to a payment. Class counsel estimates that payments could be between \$600 and \$1,500. This is only an estimate, the final amount may be more or less, depending on the number of claims filed. You must complete a Claim Form to get a payment.

You may be a Settlement Class Member if you received prerecorded calls between March 13, 2018 and June 16, 2019, as part of the PillPack Performance Media campaign: (1) to your cell phone; (2) your call was transferred to a PillPack call center; and (3) Performance Media or its agents did not obtain your telephone number before calling you through certain websites between June 19, 2017 and May 3, 2019.

If you are a member of the Settlement Class, to obtain a Settlement payment if the Settlement is approved you must complete a Claim Form by [DATE]. You can make your claim online at www.PillPackTCPAClassAction.com

For more information visit www.PillPackTCPAClassAction.com or call [admin phone number].

EXHIBIT D

COURT ORDERED
NOTICE

Class Action Settlement Notice

If you received a prerecorded voice call to your cell phone and the call was transferred to a PillPack call center as part of the PillPack Performance Media campaign, you may be entitled to a payment. Records from the lawsuit reflect that you may have received such a call.

The claims deadline is [DATE].

PillPack Settlement Administrator

P.O. Box XXXXX

City, State Zip Code

«Barcode»

Postal Service: Please do not mark barcode

Claims Code: [XXXX-XXXX]

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

You are receiving this notice because you might be a Settlement Class Member in a class action lawsuit entitled *Williams v. PillPack LLC*, No. 3:19-cv-05282-DGE (W.D. Wash.). **The parties have reached a proposed \$6.5 million settlement and you may be entitled to a payment if the settlement is approved by the Court. Class counsel estimate that payments will be between \$600 and \$1,500. This is only an estimate, the final amount may be more or less depending on the number of claims received. You must complete a Claim Form to get a payment.** More information is in a detailed notice available at the case website www.PillPackTCPAClassAction.com.

Am I a Settlement Class Member? You might be a class member if you received one or more prerecorded calls between March 13, 2018 and June 16, 2019, as part of the PillPack Performance Media campaign: (1) to your cell phone; (2) your call was transferred to a PillPack call center; and (3) Performance Media or its agents did not obtain your telephone number before calling you through certain websites between June 19, 2017 and May 3, 2019. Records from the lawsuit reflect that you may have received such a call.

How do I get a payment? To get a payment you must complete a Claim Form by [DATE]. The Claim Form is available at www.PillPackTCPAClassAction.com.

What if I do nothing? If you do nothing, you will stay in the Settlement Class, not receive a payment, and give up your right to bring your own lawsuit about the calls.

What are my other options? You can exclude yourself from the Settlement Class and keep any right to sue PillPack about the calls in a separate case, or object to the Settlement if you disagree with it. You must mail a written statement to the Settlement Administrator postmarked by [DATE] to exclude yourself or object. More information about what to include in your exclusion request or objection is available at www.PillPackTCPAClassAction.com. You can also appear at the final fairness hearing on [DATE] and [TIME] at the U.S. Courthouse, 1717 Pacific Avenue, Tacoma, WA 98402. Any changes will be posted at www.PillPackTCPAClassAction.com.

Who represents me? The Court has appointed a team of lawyers from Terrell Marshall Law Group, Paronich- Law, and Smith & Deitrich Law Offices to serve as Class Counsel. They will petition to be paid reasonable legal fees of \$2,166,450 and out of pocket costs of [ADD]. They will also request a Class Representative Award of \$20,000 for Aaron Williams.

This Notice is a summary. Details about the case are on the website:
www.PillPackTCPAClassAction.com. Please do not contact the Court.

EXHIBIT E

COURT ORDERED NOTICE

*Williams v.
PillPack LLC*

Class Action Settlement Notice

*If you received a prerecorded
voice call that was transferred to
a PillPack call center, you may be
entitled to payment. Records from
the lawsuit reflect that you may
have received such a call.*

Claims Deadline
is **DATE**.

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

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID

Claims Code: [XXXXX-XXXXX]

<<fname>><<lname>>
<<attline1>>
<<attline2>>
<<attcity>>,<<attstate>><<attzip>>

REMINDER NOTICE

You previously received notice of a settlement in a class action against PillPack LLC in the case of *Williams v. PillPack LLC*, No. 3:19-cv-05282-DGE (W.D. Wash.). You have been identified as a potential Settlement Class member and **to receive a settlement payment you must submit a valid Claim Form by [DATE].**

You may be a Class member if you received one or more prerecorded calls between March 13, 2018 and June 16, 2019, as part of the PillPack Performance Media campaign: (1) to your cell phone; (2) your call was transferred to a PillPack call center; and (3) Performance Media or its agents did not obtain your telephone number before calling you through certain websites between June 19, 2017 and May 3, 2019. Records from the lawsuit reflect that you may have received such a call.

Class counsel estimates that payments could be between **\$600 and \$1,500**. This is only an estimate, the final amount may be more or less. You must complete a claim form by **[DATE]** to get a payment. You can make your claim online at www.PillPackTCPAClassAction.com

For more information visit PillPackTCPAClassAction.com or call **[admin phone number]**.

EXHIBIT F

Received a prerecorded voice call about pharmacy services that was transferred to PillPack?

Your Rights may be affected by a class action settlement

Learn More at www.PillPackTCPAClassAction.com

Seattle, WA, **DATE** / PR Newswire / The Court has granted preliminary approval of a proposed \$6.5 million settlement in a lawsuit in which Plaintiff Aaron Williams claims that PillPack LLC (“PillPack” or “Defendant”) violated the Telephone Consumer Protection Act (“TCPA”) when prerecorded or artificial voice calls intending to promote PillPack’s services were placed to cellular telephones between March 13, 2018 and June 16, 2019, and transferred to a PillPack call center. Defendant denies any wrongdoing. Defendant claims it has abided by all state and federal laws, and that the Lawsuit is not well grounded in law or fact. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.

You may be entitled to payment if, between March 13, 2018, and June 16, 2019, you received a non-emergency telephone call promoting goods and services on behalf of PillPack, LLC as part of the PillPack Performance Media campaign: (i) to a cellular telephone number through the use of an artificial or prerecorded voice; and (ii) Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and (iii) Performance Media or its agents did not obtain the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com, finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com, samplesandsavings.com, sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com between June 19, 2017, and May 3, 2019, before the date(s) of the call(s).

Class Members who wish to receive a payment from the Settlement must complete and submit a claim form by **[DATE]**. To submit a claim, please visit www.PillPackTCPAClassAction.com.

Class members have the right to exclude themselves from the Settlement if for any reason they do not wish to be part of the settlement class. To be excluded from the settlement class, please visit www.PillPackTCPAClassAction.com for instructions or call toll-free **INSERT**. Class Members must mail their exclusion request postmarked by **INSERT**.

The Court has appointed Terrell Marshall Law Group PLLC, Smith & Dietrich Law Offices PLLC, and Paronich Law PC as Class counsel. Detailed information is available at www.PillPackTCPAClassAction.com and toll-free at **INSERT**. Class Members should not call the Court, PillPack personnel, its counsel, or any PillPack agent about this case.

#

/PRESS CONTACT: **INSERT**

/URL: **INSERT**

/SOURCE: United States District Court for the Western District of Washington

Williams v PillPack Settlement Banner Ads

728 x 90 Online Display Banner

Frame 1 (on screen for 8 seconds):



Frame 2 (on screen for 5 seconds):



Facebook Newsfeed Banner



Instagram Newsfeed Banner

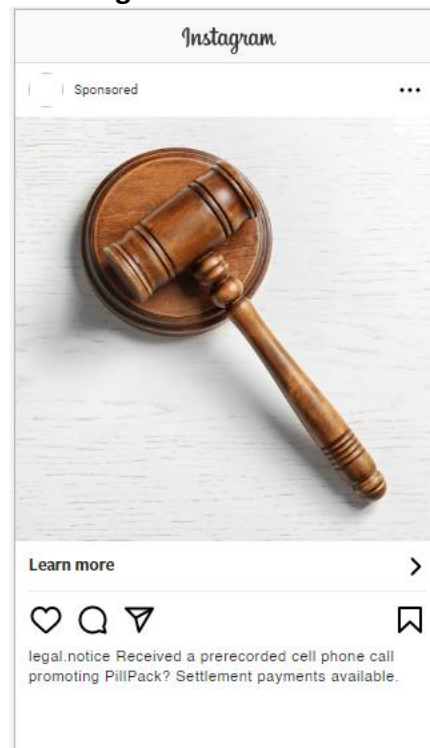


EXHIBIT G

Williams v. PillPack LLC, No. 3:19-cv-05282-DGE (W.D. Wash.)

CLAIM FORM

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

I. Claim Verification

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

- Yes, Claims Code:
No

Enter the cell phone number(s) you owned or regularly used between March 2018 and June 2019.

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

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

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

Your phone number could not be verified.

II. Class Member Identifying Information.

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

Form fields for First Name, Last Name, Street Address, City, State, Zip Code, Email Address, and Current Phone Number.

III. Attestation

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

- I owned or was the regular user of the cell phone number listed on this claim form during the time period from March 2018 to June 2019; and
- To the best of my knowledge and belief, I did not provide prior express written consent to receive the prerecorded call(s).

IV. Payment Selection

Please select from **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile # associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile # or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Physical Check - Payment will be mailed to the address provided in Section II above.

V. Certification & Signature.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signature

Date (MM/DD/YYYY)

EXHIBIT H

THE HONORABLE DAVID G. ESTUDILLO

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AARON WILLIAMS, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

PILLPACK LLC,

Defendant.

Case No. 3:19-cv-05282-DGE

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

The Settlement Agreement has been filed with the Court (ECF No. __) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference. The Court, having reviewed the Settlement Agreement entered into by Plaintiff Aaron Williams (“Plaintiff” or “Class Representative”) and Defendant PillPack LLC (“Defendant”) (collectively, the “Parties”), hereby Orders that:

1. The Court has considered the proposed settlement of the claims asserted under the Telephone Consumer Protection Act (TCPA), by a certified class of consumers defined as follows:

All persons or entities within the United States who between March 13, 2018, and June 16, 2019, received a non-emergency telephone call promoting goods and services on behalf of PillPack LLC as part of the PillPack Performance Media Campaign: (i) to a cellular telephone number through the use of an artificial or prerecorded voice; and (ii) Performance Media or its agents live transferred the call to a PillPack call center on the DNIS 866-298-0058; and (iii) Performance Media or

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
CONDITIONAL CLASS CERTIFICATION - 1**

Case No. 3:19-cv-05282-DGE

1 its agents did not obtain the cellular telephone number through
2 Rewardzoneusa.com, Nationalconsumercenter.com,
3 finddreamjobs.com, instantplaysweepstakes.com,
4 startacareertoday.com, samplesandsavings.com,
5 sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com
6 between June 19, 2017, and May 3, 2019, before the date(s) of the
7 call(s). The Settlement Class does not include Defendant, any entity that
8 has a controlling interest in Defendant, and Defendant's current or
9 former directors, officers, counsel, and their immediate families. The
10 Settlement Class also does not include any person who validly requests
11 exclusion from the Settlement Class, or Melvin Tyson, who validly
12 requested exclusion from the certified class (see Dkt. No. 320).

13 2. The Settlement Agreement entered between the Parties (ECF No. ____),
14 appears, upon preliminary review, to be fair, reasonable, and adequate to Members of the
15 Settlement Class ("Settlement Class Members"). Accordingly, for settlement purposes only, the
16 proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided
17 for herein.

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

25 4. The Court appoints Epiq Systems as the Settlement Administrator.

26 5. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on
27 _____, 2025 at the United States District Court for the Western District of
Washington, Courtroom 1717 Pacific Avenue, Suite 4410, Tacoma, Washington 98402 at
_____.m. for the following purposes:

- (a) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

1 (b) To determine whether a final judgment should be entered dismissing the
2 claims of the Settlement Class with prejudice, as required by the
3 Settlement Agreement;

4 (c) To consider the application of Class Counsel for an award of attorney's
5 fees, costs, and expenses, and for a service award to the Class
6 Representative; and

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

8 6. As is provided in Section 2.03 of the Settlement Agreement, Defendant shall
9 provide the Settlement Class Member Data to the Settlement Administrator, who shall send the
10 agreed upon Notices to the Settlement Class Members in accordance with the notice plan set
11 forth in the Settlement Agreement. The Court also approves the Parties' Notices, which are
12 attached to the Settlement Agreement. To the extent the Parties or Settlement Administrator
13 determine that ministerial changes to the Notices are necessary before disseminating either to
14 the Settlement Classes, they may make such changes without further application to the Court.

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

20 8. If a class member chooses to opt out of the Settlement Class, such class
21 member is required to submit a Request for Exclusion to the Settlement Administrator,
22 postmarked on or before the date specified in the Notice, which shall be ninety (90) calendar
23 days from the date of this Order is entered (the "Opt Out & Objections Deadline"). The Request
24 for Exclusion must include the items identified in the Settlement Agreement pertaining to such
25 requests. Each written request for exclusion must be signed by the individual seeking exclusion,
26 submitted by the Settlement Class Member, and may only request exclusion for that one

1 individual. No person within the Settlement Class, or any person acting on behalf of or in
2 concert or participation with that person, may submit a Request for Exclusion on behalf of any
3 other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be
4 permitted.

5 A class member who submits a valid and timely Request for Exclusion using the
6 procedure identified above shall be excluded from the Settlement Class for any and all
7 purposes. No later than twenty-eight (28) days after the Opt Out & Objections Deadline, the
8 Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received
9 and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class
10 Counsel then reporting the names appearing on this list to the Court before the Final Approval
11 Hearing.

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

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

20 As set forth in the Settlement Agreement, the Objection must include the following: (1)
21 the Settlement Class Member's full name, address, and current telephone number; (2) if the
22 individual is represented by counsel, the name and telephone number of counsel, whether
23 counsel intends to submit a request for fees, and all factual and legal support for that request;
24 (3) all objections and the basis for any such objections stated with specificity, including a
25 statement as to whether the objection applies only to the objector, to a specific subset of the
26 class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5)

27 [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
CONDITIONAL CLASS CERTIFICATION - 4
Case No. 3:19-cv-05282-DGE

1 a listing of all exhibits the objector intends to introduce into evidence at the Final Approval
2 Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether
3 the objector intends to appear at the Final Approval Hearing, either with or without counsel.

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

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

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

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

24 14. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall
25 be construed or used as an admission or concession by or against Defendant or any of the
26 Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the

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

Case No. 3:19-cv-05282-DGE

1 Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of
2 any claims in this lawsuit or a determination of any wrongdoing by Defendant or any of the
3 Released Parties. The preliminary approval of the Settlement Agreement does not constitute
4 any opinion, position, or determination of this Court, one way or the other, as to the merits of
5 the claims and defenses of Plaintiff, the Settlement Class Members, or Defendant.

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

24 16. Counsel are hereby authorized to take all reasonable steps in connection with
25 approval and administration of the Settlement not materially inconsistent with this Order or the
26 Agreement, including, without further approval of the Court, making minor changes to the

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

Case No. 3:19-cv-05282-DGE

1 content of the Class Notice that they jointly deem reasonable or necessary.

2 **IT IS SO ORDERED.**

3
4 DATED this _____ day of _____, 2024.

5
6 _____
7 THE HONORABLE DAVID G. ESTUDILLO

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

Case No. 3:19-cv-05282-DGE

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EXHIBIT I

THE HONORABLE DAVID G. ESTUDILLO

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AARON WILLIAMS, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

PILLPACK LLC,

Defendant.

Case No. 3:19-cv-05282-DGE

**FINAL APPROVAL ORDER AND
JUDGMENT**

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

1. On _____, 2025 the Court held a Final Approval Hearing, at which time the parties [and any objectors or Settlement Class Members who appeared] were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received ___ objections to the settlement.

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

1 Settlement Class Members who can be identified through reasonable effort; and satisfies Rule
2 23(e) and due process.

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

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

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

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

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

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

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

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

1 resolution by this Court.

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

3 11. This action is a class action against Defendant on behalf a class of persons
4 defined as follows (the "Settlement Class"): All persons or entities within the United States who
5 between March 13, 2018, and June 16, 2019, received a non-emergency telephone call
6 promoting goods and services on behalf of PillPack LLC as part of the PillPack Performance
7 Media Campaign: (i) to a cellular telephone number through the use of an artificial or
8 prerecorded voice; and (ii) Performance Media or its agents live transferred the call to a PillPack
9 call center on the DNIS 866-298-0058; and (iii) Performance Media or its agents did not obtain
10 the cellular telephone number through Rewardzoneusa.com, Nationalconsumercenter.com,
11 finddreamjobs.com, instantplaysweepstakes.com, startacareertoday.com,
12 samplesandsavings.com, sweepstakesaday.com, Surveyvoices.com, or Financedoneright.com
13 between June 19, 2017, and May 3, 2019, before the date(s) of the call(s). The Settlement Class
14 does not include Defendant, any entity that has a controlling interest in Defendant, and
15 Defendant's current or former directors, officers, counsel, and their immediate families. The
16 Settlement Class also does not include any person who validly requests exclusion from the
17 Settlement Class, or Melvin Tyson, who validly requested exclusion from the certified class (see
18 Dkt. No. 320).

19 12. The Court finds that the Settlement Class satisfies all of the requirements of
20 Federal Rule of Civil Procedure 23(a) and (b)(3) as set forth in its earlier order certifying the class.
21 Dkt. No. 259.

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

27 14. As agreed by the parties in the Settlement Agreement, upon Final Approval, the

1 relevant parties shall be released and discharged in accordance with the Settlement Agreement.

2 15. By operation of this Final Judgment, the Plaintiff and PillPack expressly waive, and
3 each Settlement Class Member is deemed to have waived, any and all claims, rights, or benefits
4 they may have under California Civil Code § 1542 and any similar federal or state law, right, rule,
5 or legal principle that may apply. California Civil Code § 1542 provides as follows:

6 A general release does not extend to claims that the creditor or releasing party
7 does not know or suspect to exist in his or her favor at the time of executing the
8 release, and that, if known by him or her, would have materially affected his or
her settlement with the debtor or released party.

9 16. As agreed by the parties in the Settlement Agreement, upon Final Approval,
10 Representative Plaintiff, all Settlement Class Members, and any person or entity allegedly acting
11 on behalf of Settlement Class Members, either directly, representatively or in any other capacity,
12 are permanently enjoined from commencing or prosecuting against the Released Parties any
13 action or proceeding in any court or tribunal asserting any of the Released Claims, provided,
14 however, that this injunction shall not apply to individual claims of any Settlement Class Members
15 listed in Exhibit 1 who timely requested exclusion from the Settlement Class. This injunction is
16 necessary to protect and effectuate the settlement, this Order, and the Court's flexibility and
17 authority to effectuate this settlement and to enter judgment when appropriate, and is ordered
18 in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

19 17. Upon consideration of Class Counsel's application for fees and costs and other
20 expenses, the Court awards \$_____ as reasonable attorneys' fees and
21 \$_____ as reimbursement for reasonable out-of-pocket expenses, which shall be paid
22 from the Settlement Fund.

23 18. Upon consideration of the application for approval of a service award, Class
24 Representative Aaron Williams is awarded the sum of \$_____, to be paid from the Settlement
25 Fund, for the service he has performed for and on behalf of the Settlement Class.

26 19. The Court authorizes Class Counsel and defense counsel to authorize payment to
27 the Settlement Administrator from the Settlement Fund as set forth in the Settlement

1 Agreement.

2 20. The Court overrules any objections to the settlement. After carefully considering
3 each objection, the Court concludes that none of the objections create questions as to whether
4 the settlement is fair, reasonable, and adequate.

5 21. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be
6 construed or used as an admission or concession by or against Defendant or any of the Released
7 parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released
8 Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in
9 this lawsuit. The final approval of the Settlement Agreement does not constitute any opinion,
10 position, or determination of this Court, one way or the other, as to the merits of the claims and
11 defenses of the Class Representative, Settlement Class Members, or Defendant. This Final
12 Judgment and the Agreement do not constitute a concession and shall not be used as an
13 admission or indication of any wrongdoing, fault, or omission by Defendant or any other person
14 in connection with any transaction, event or occurrence, and neither this Final Judgment nor the
15 Agreement nor any related documents in this proceeding, nor any reports or accounts thereof,
16 shall be offered or received in evidence in any civil, criminal, or administrative action or
17 proceeding, other than such proceedings as may be necessary to consummate or enforce this
18 Final Judgment, the Agreement, and all releases given thereunder, or to establish the affirmative
19 defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the
20 Agreement.

21 22. Without affecting the finality of this judgment, the Court hereby reserves and
22 retains jurisdiction over this settlement, including the administration and consummation of the
23 settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive
24 jurisdiction over Defendant and each member of the Settlement Class for any suit, action,
25 proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the
26 applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any
27 dispute concerning the Settlement Agreement, including, but not limited to, any suit, action,

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

9 23. This action is hereby dismissed on the merits, in its entirety, with prejudice and
10 without costs except as provided elsewhere in this order, including without limitation all
11 Released Claims of Settlement Class Members against the Released Parties.

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

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

22 **IT IS SO ORDERED.**

23
24 DATED this _____ day of _____, 2025.

25
26
27 _____
THE HONORABLE DAVID G. ESTUDILLO