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Plaintiff Tabatha Lee (“Plaintiff”), individually and on behalf of a class of similarly situated persons, requests the Court grant Final Approval of the Proposed Class Action Settlement described in detail in the Settlement Agreement and Release (“Settlement” or “Settlement Agreement”), ECF No. 48-1, which is incorporated by reference, and enter the proposed Order and Final Judgment affixed hereto as Exhibit 1 (or a substantively similar order).¹

NATURE AND STAGE OF THE PROCEEDINGS

Plaintiff’s Complaint asserts a putative class action against Defendant for claimed violations of the Telephone Consumer Protection Act (“TCPA”). Plaintiff alleges that Defendant caused multiple text messages to be sent to Plaintiff and the Settlement Class after they had attempted to opt-out of the text message communications by responding “STOP,” but Defendant continued to send them text messages. Defendant denies these claims.

The Settlement requires Defendant to pay up to **\$1,000,060** (the “Settlement Fund”) for the claims of the Class Members who timely submit valid Claim Forms deemed eligible under the terms of the

¹ Defendant JDC Healthcare Management, LLC (“Defendant”) does not oppose this Motion.

Settlement and for other Court-approved expenses.

Prior to the Settlement, Plaintiff engaged in extensive pre- and post-suit investigation and fact discovery. This investigation included, among other things, review and analysis of: (i) publicly available information, including press releases, news articles, and other public statements issued by or concerning Defendant; (ii) documents and discovery responses produced by Defendant; (iii) depositions of Defendant's corporate representatives, and (iv) Defendant's disclosures and production of confidential financial information regarding Defendant's operations during settlement negotiations. The Parties also attended mediation on March 8, 2024, with the Mediator, the Hon. Jeff Kaplan (Ret.), after Plaintiff had filed her opposed Motion for Class Certification on March 1, 2024. ECF No. 36. Following Mediation, settlement negotiations took months with a Settlement Agreement fully executed by the Parties on September 4, 2024. [ECF No. 48-1].

No objections and no requests for exclusion from the Settlement have been received by the Settlement Administrator or Plaintiffs' counsel and the December 9, 2024 deadline for Class Members to object or exclude themselves has passed.

There is no dispute that the proposed Settlement satisfies the standards for final approval under Federal Rule of Civil Procedure 23(e). Namely, the Settlement is based on a thorough review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, it was the product of arm's length settlement negotiations between experienced counsel, and it contains no facial deficiencies. Plaintiff's Counsel and Plaintiff, as class representative, have concluded, based upon the foregoing, and considering the risks, uncertainties, burdens, and costs entailed by further prosecution of their claims, as well as the substantial benefits the Class will receive, that a resolution and compromise on the terms set forth in the proposed Settlement Agreement is fair, reasonable, adequate, and is in the best interests of the proposed Class.

Accordingly, Plaintiff respectfully moves this Court for an order granting Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

I. THE SETTLEMENT TERMS

A. The Settlement Class

Under the terms of the Settlement, the proposed Settlement Class

is defined as:

Settlement Class: All U.S. resident individuals who use their cell phone as their residential telephone line and who were sent text messages by Defendant after making a “STOP” request and after having placed their cell phone number on the National Do-Not-Call Registry between May 17, 2019 and May 17, 2023.

SA at ¶ 45.

Pursuant to this Court’s Order and the Settlement Agreement, Plaintiff Tabatha Lee is the Class Representative, and Roger L. Mandel of Jeeves Mandel Law Group, P.C., Manuel Hiraldo of Hiraldo P.A., and Michael Eisenband of Eisenband Law, P.A. are designated as Class Counsel. *Id.* at ¶¶ 13, 17.

B. The Payments to Settlement Class Members

The Settlement requires Defendant to pay up to \$1,060,000 as the Settlement Fund, which includes \$90 per Settlement Class Member in statutory damages to pay the claims of the estimated 10,334 Settlement Class Members who timely submit valid Claim Forms (“Claimants”). *Id.* ¶ 50. The Settlement Fund will first be used for the following: (i) payment of the Service Award to Plaintiff approved by the Court; (ii) payment of the Class Settlement Administration Costs approved by the Court; and

(iii) payment to Class Counsel of the Attorneys' Fees and Costs Award approved by the Court. The remainder constitutes the Net Settlement Fund. The amount of the Settlement Payment to be paid to each Claimant will be calculated by dividing the Net Settlement Fund by the number of Settlement Class Members.

II. THE COURT-APPROVED NOTICE

On September 10, 2024, the Court granted Plaintiff's Motion for Leave to Give Notice of Proposed Class Action Settlement, ECF No. 48, approved the form and content of the proposed Notice, approved the notice process, and appointed American Legal Claim Services, LLC ("ALCS") as Settlement Administrator to distribute the notice in accordance with the notice plan.

As provided by the Settlement Agreement, ALCS was provided with the necessary data ("Class Data") for the Settlement Class members. *See* Exhibit 3, Declaration of Mark Unkefer ("ALCS Decl."), ¶ 4. After analyzing the Class Data, the final noticing list contained 10,309 class member and phone number combinations. *Id.* Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. *Id.* These methods included

National Change of Address through the USPS, skip-tracing, and manual updates from class members. *Id.* The Notice of Class Action and Claim Form (“Notice”) were mailed to all 10,309 class members on October 10, 2024. *Id.* at ¶ 5. Any returned mail Notices received which included an updated address were re-mailed to the updated address provided. *Id.* at ¶ 6. For any returned mail Notices which did not include an updated address, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. *Id.* Of the 1,473 returned mail forms, 865 were remailed to updated addresses, the remainder were undeliverable. **In total, 93.29% of Notices have been deemed delivered by USPS.** *Id.* at ¶ 6.

The Notice defines the Class, describes the allegations and pertinent procedural history of this Action, outlines the terms of the proposed Settlement, provides notice regarding how to object to the proposed Settlement, states the amounts of attorneys’ fees and expenses Class Counsel requested from the proposed Settlement, states the amount of the requested Class Representative Fee for Plaintiff, and explains how Class Members may obtain additional information. In addition, the Notice clearly and concisely informed Class Members that

they may do nothing and be bound by the Settlement; make a claim by completing and returning the Claim Form and be bound by the Settlement; submit a written objection to the Settlement and be bound by it; or exclude themselves by sending a timely letter to ALCS and not be bound by the Settlement.

ALCS has received no requests to be excluded from the proposed Settlement and no objections to the proposed Settlement and the deadlines for both have now passed. *Id.* at ¶¶ 6-7.

The actions described above show that the Settlement Class Members' due process rights have been fulfilled because ALCS has made reasonable efforts to provide the Settlement Class Members with notice of the proposed Settlement, the Parties provided the Settlement Class Members with a reasonable period of time to evaluate the proposed Settlement, and the Court-approved Notices contained sufficient information to allow Settlement Class Members to make an informed decision about whether to participate in the proposed Settlement and access to sufficient procedures for seeking more information, objecting to the proposed Settlement, or excluding themselves from the proposed

Settlement.

III. THE SETTLEMENT CLASS SATISFIES THE REQUIREMENTS FOR CLASS CERTIFICATION

A. Standards Applicable to Class Certification

Courts have long acknowledged the propriety of certifying a class solely for purposes of a class action settlement. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A settlement class, like other certified classes, must satisfy all the requirements of Rule 23(a) and one of the sections of (b). *See Marcus v. J.C. Penney Co.*, 2016 WL 8604331, at *1 (E.D. Tex. Aug. 29, 2016), report and recommendation adopted in full, 2017 WL 907996 (E.D. Tex. Mar. 8, 2017) (certifying class in securities fraud action). Nevertheless, the manageability concerns of Rule 23(b)(3) are not at issue for a settlement class. *See Amchem Prods.*, 521 U.S. at 593 (“Whether trial would present intractable management problems . . . is not a consideration when settlement-only certification is requested.”). As discussed below, the Action satisfies all the factors for certification.

B. The Settlement Class Meets the Requirements of Rule 23(a)

1. Rule 23(a): Numerosity Is Satisfied

To satisfy Rule 23(a)(1), the class must be "so numerous that joinder

of all members is impracticable." Here, there are an estimated 10,334 Settlement Class Members. Numerosity is thus easily satisfied. *See, e.g., Mullen v. Treasure Chest Casino LLC*, 186 F.3d 620, 624 (5th Cir. 1999) (finding that class of 100 to 150 satisfies numerosity requirement).

2. Rule 23(a)(2): Commonality Is Satisfied

Rule 23(a)(2) requires that the class members "share at least one question of fact or law in common with each other." The common questions in this case include: (a) whether Defendant continued to send text message solicitations after opt-out requests; (b) whether Defendant maintains an internal do-no-call list, (c) whether Defendant instructs its employees on how to use the list, and (d) whether Defendant is liable for damages. In this Action, all Settlement Class Members have the same claims under the TCPA and received the same and/or similar messages from Defendant. This requirement is easily met here for settlement purposes because there are multiple questions of law and fact – centering on Defendant's text message campaign – that are common to the Settlement Class.

3. Rule 23(a)(3): The Lead Plaintiffs' Claims Are Typical

"Rule 23(a)(3) requires that the named representatives'

claims be typical of those of the class." *Langbecker, v. Ele. Data Sys. Corp.*, 476 F.3d 229, 314 (5th Cir. 2007). The analysis focuses on whether the named representative's claims are typical, not whether the representative is. *See Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th Cir. 2002). The test for typicality is not demanding and is satisfied if the representative plaintiff's claims arise out of the same event or course of conduct as the other proposed class members or are based on the same legal theory. *James v. City of Dallas*, 254 F.3d 551, 571 (5th Cir. 2001).

In this Action, Plaintiff's claims are typical of the Settlement Class because they all arise from the same alleged violations of the TCPA by Defendant. Thus, Plaintiff's claims are typical of the other Settlement Class Members' claims, as they arise from the same course of events and share the same legal theories.

4. Rule 23(a)(4): Lead Plaintiff Is Adequate

The adequacy inquiry can be broken up into three subcategories: (1) "the zeal and competence of the representative[s] counsel"; (2) "the willingness and ability of the representative[s] to take an active role in and control the litigation and to protect the interests of absentees"; and (3) the risk of "conflicts of interest between the named plaintiffs and the

class they seek to represent." *Slade v. Progressive Security Insurance Co.*, 856 F.3d 408, 412 (5th Cir. 2017). To meet the adequacy requirement, "the court must find that class representatives, their counsel, and the relationship between the two are adequate to protect the interests of absent class members." *Unger v. Amedisys Inc.*, 401 F.3d 316, 321 (5th Cir. 2005).

As to the first "adequacy" subcategory, the competency of proposed Class Counsel, Plaintiff chose attorneys Roger L. Mandel of Jeeves Mandel Law Group, P.C., Manuel Hiraldo of Hiraldo P.A. and Michael Eisenband of Eisenband Law P.A all of whom have extensive experience successfully prosecuting class actions and other complex cases. *See* Exhibit 2, Declaration of Manuel Hiraldo ("Hiraldo Decl.") at ¶ 7. Class Counsel have devoted a significant amount of time to this matter, possess the requisite knowledge of the applicable law and experience with complex litigation, and they committed the resources necessary to prosecute this case on behalf of the Plaintiff and the Settlement Class to a successful conclusion. *Id.* at ¶ 8. Accordingly, proposed Class Counsel satisfy the requirements of Rule 23(g).

As to the second subcategory, Plaintiff understands the allegations

made in the Action and the terms of the Settlement Agreement, as well as her obligations to the proposed Settlement Class. She read the Complaint before it was filed; confirmed her claims are based on Defendant's actions, as are the claims of all proposed Settlement Class members; confirmed her understanding of the responsibilities to the proposed Settlement Class; sat for a deposition in her role as the Class Representative; actively participated in the litigation through regular communication with Class Counsel regarding the proposed Settlement; and she retained competent counsel with sufficient resources to prosecute this Action to conclusion. *Id.* at ¶ 9.

Finally, as to the third subcategory, Class Counsel do not believe that Plaintiff has any interests different from the interests of the rest of the Settlement Class that could constitute a conflict of interest. *Id.* at ¶ 10. For this reason, the "adequacy" prong is satisfied.

C. The Settlement Class Meets the Requirements of Rule 23(b)(3)

1. Common Questions of Law or Fact Predominate

The Court may certify a class under Rule 23(b)(3) if "questions of law or fact common to class members predominate over any questions

affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

The standard for establishing that common issues "predominate" is less stringent when certification is sought for the purpose of settlement, rather than litigation. In such cases, "the existence of a settlement agreement allows the district court to dispense altogether with considering at least one of the Rule 23(b)(3) concerns . . . a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *In re Deepwater Horizon*, 739 F.3d at 818 (citing *Amchem*, 521 U.S. at 620). Instead, "[t]he Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *In re Heartland*, 851 F. Supp. 2d at 1058 (quoting *Amchem*, 521 U.S. at 623). "So long as there is sufficient commonality to establish that the class is generally cohesive, the propriety of a settlement need not depend on satisfaction of a 'predominance' requirement." *Id.* (citing *Aggregate Litigation* § 3.06 cmt. A). *See also Welsh*, 2018 WL 7283639, at *7 (same).

Here, the Class is sufficiently cohesive to warrant a class action. All Settlement Class Members have the same claims under the TCPA for text messages received from Defendant. These common liability issues predominate over any individual issues that could arise, such as the need to calculate Settlement Class Members' damages individually. The Class's claims would rise or fall based on the same common issues.

2. A Class Action Is a Superior Method of Adjudication

"Superiority" requires a determination that "a class action is superior to other available methods for the fair and efficient adjudication of the controversy," based upon factors including the interests of the members of the class in individually controlling the prosecution, the extent and nature of any litigation concerning the controversy already commenced by members of the class, the desirability of concentrating the litigation in a particular forum, and the management difficulties likely to be encountered. Fed. R. Civ. P. 23(b)(3). "[T]he existence of a settlement agreement allows the district court to dispense altogether with considering at least one of the Rule 23(b)(3) concerns: 'the likely difficulties in managing a class action.'" *In re Deepwater Horizon*, 739 F.3d at 818.

The "superiority" prong is readily met here, because "the resolution of thousands of claims in one action" (as will be accomplished here) "is far superior to individual lawsuits, because it promotes consistency and efficiency of adjudication." *See In re Chinese-Manufactured Drywall Products Liability Litigation*, 424 F. Supp. 3d 456, 484 (E.D. La. 2020). That is particularly true here, where individual class members have relatively small individual damages. *See In re Heartland*, 851 F. Supp. 2d at 1060 ("The most compelling rationale for finding superiority in a class action" is 'the existence of a negative value suit.')

(*quoting Castano v. American Tobacco Co.*, 84 F.3d 734, 748 (5th Cir. 1996)); *see also Welsh*, 2018 WL 7283639, at *7 ("Rule 23(b)(3) is the best method of adjudication for situations like these in which the potential recovery is typically so small that litigation of a single claim is, as a general matter, hardly worth the cost and effort of litigation.") (quotations omitted). "The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights." *Amchem*, 521 U.S. at 617 (citation omitted). As such, Rule 23(b)(3) is satisfied.

IV. THE PROPOSED SETTLEMENT WARRANTS FINAL APPROVAL UNDER RULE 23(e)

A. Standard for Granting Final Approval of the Settlement

Federal Rule of Civil Procedure 23(e) requires judicial approval for any compromise of claims brought on a class wide basis. Approval of a proposed settlement is a matter within the sound discretion of the district court. *See Ayers v. Thompson*, 358 F.3d 356, 368 (5th Cir. 2004). This discretion should be exercised in the context of a public policy which strongly favors the pretrial settlement of lawsuits. *See Miller v. Republic Nat'l Life Ins. Co.*, 559 F.2d 426, 428 (5th Cir. 1977) (“[settlements] will be upheld whenever possible because they are a means of amicably resolving doubts and preventing lawsuits”) (internal quotation omitted). With respect to class actions, the Fifth Circuit has held that “there is an overriding public interest in favor of settlement” because such suits “have a well-deserved reputation as being most complex.” *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977). This is because settlement favorably reduces “[t]he time and cost of further litigation[.]” *Aron v. Crestwood Midstream Partners LP*, 2016 U.S. Dist. LEXIS 152427, *10-11 (S.D. Tex. 2016).

When a settlement, such as this one, “is reached as the result of arms-length negotiations between competent counsel on both sides, the

settlement is presumptively valid and ordinarily may be overcome only if its provisions are not within reasonable bounds or are illegal, unconstitutional or against public policy.” *City of Omaha Police & Fire Ret. Sys. v. LHC Group*, 2015 WL 965693, *6 (W.D. La. 2015). Thus, “the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.” *In re Lease Oil Antitrust Litig.*, 186 F.R.D. 403, 425 (S.D. Tex. 1999) (quoting *Cotton*, 559 F.2d at 1330); *see also Maher v. Zapata Corp.*, 714 F.2d 436, 455 (5th Cir. 1983) (“[T]he court should not decide the merits of the action or attempt to substitute its own judgment for that of the parties.”).

When considering final approval, courts are required to analyze the following factors of Rule 23(e)(2) to determine if the proposed settlement is fair, reasonable, and adequate:

- A. have the class representatives and class counsel adequately represented the class;
- B. was the proposed settlement negotiated at arm’s length;
- C. is the relief provided for the class adequate, taking into account:
 - i. the costs, risks, and delay of trial and appeal;
 - ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - iii. the terms of any proposed award of attorneys’ fees, including timing of payment;
 - iv. any agreement required to be identified under Rule 23(e)(3); and

D. does the proposal treat class members equitable relative to each other.

The four Rule 23(e)(2) factors are intended to “focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” Advisory Committee Notes to 2018 Amendments. Therefore, factors (A) and (B) identify procedural considerations, while factors (C) and (D) focus on the substantive review of the settlement. *Id.* However, these factors are not intended to “displace” other factors previously adopted by the courts. *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 485 (E.D. La. 2020); *see also Al’s Pals Pet Care v. Woodforest Nat’l Bank, NA*, 2019 WL 387409, *3 (S.D. Tex. 2019) (considering “the criteria set forth in [Rule] 23(e)(2) as well as the Fifth Circuit’s *Reed* factors”). The Court should also consider the Fifth Circuit’s long-standing approval factors (the *Reed* factors), which complement the Rule 23(e)(2) factors:

- (1) the existence of fraud or collusion behind the settlement;
- (2) the complexity, expense, and likely duration of the litigation;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the probability of plaintiffs’ success on the merits;
- (5) the range of possible recovery; and
- (6) the opinions of class counsel, class representatives, and absent class members.

Reed v. Gen. Motors Corp., 703 F.2d 170, 172 (5th Cir. 1983). The

proposed Settlement satisfies each of the Rule 23(e)(2) factors, as well as the relevant, non-duplicative *Reed* factors.

1. “Procedural” Aspects of the Settlement Satisfy Rule 23(e)(2)(A)-(B) Because Plaintiff and Class Counsel Adequately Represented the Class and the Settlement was Negotiated at Arm’s Length

The first two factors of Rule 23(e)(2)—i.e., the adequacy of the Class’s representation, and whether the settlement was the product of arm’s length negotiations—“look to the conduct of the litigation and of the negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2), Advisory Committee Notes to 2018 Amendments. Plaintiff’s and Class Counsel’s exemplary conduct during the litigation, as well as the negotiating process, establishes that the Settlement was a procedurally fair resolution under Rule 23(e)(2).

First, Plaintiff has adequately represented the Class throughout this entire Action including months of hard-fought settlement negotiations. Plaintiff demonstrated her adequacy by moving for appointment as Class Representative so that she could seek to maximize the Class’s recovery. *Jiangchen v. Rentech, Inc.*, 2019 WL 5173771, *5 (C.D. Cal. 2019) (granting approval because “[w]here plaintiffs and class members share the common goal of maximizing recovery, there is no

conflict of interest between” representatives and the class). Plaintiff also adequately represented the Class by selecting counsel that is highly experienced in litigating consumer class actions. Class Counsel fully understood the strengths and weaknesses of the claims and defenses of this Action and achieved the most beneficial result for the Class. *See* Hiraldo Decl., ¶ 6; *In re Seitel Sec. Litig.*, 245 F.R.D. 263, 273 (S.D. Tex. 2007) (counsel’s past litigation experience and expertise supported adequacy). Therefore, Class Counsel’s conduct adequately protected the Class and supports Settlement approval. *Id.*

Second, the parties’ settlement negotiations were conducted at arm’s length by experienced counsel and hard fought. Thus, Plaintiffs’ negotiation efforts weigh in favor of settlement approval. *Claudet v. Cytec Ret. Plan*, 2020 WL 3128611, at *5 (E.D. La. 2020) (“hard-fought negotiation between experienced counsel” resulted in a fair, non-collusive settlement). Here, the Parties negotiated the settlement terms in the context of months after they first attended mediation on March 8, 2024, with the Mediator, the Hon. Jeff Kaplan (Ret.), and after Plaintiff had filed her opposed Motion for Class Certification on March 1, 2024. ECF No. 36. Class Counsel negotiated the Settlement Agreement terms with

Defendant over weeks and months, exchanging multiple proposals. Hiraldo Decl., ¶ 11. They did not negotiate the Class Representative Service Award and the Fee and Expense Award for Class Counsel until the terms of the Settlement had been agreed upon. *Id.* ¶ 12.

2. The Settlement’s Terms Are Adequate and Equitable Satisfying the “Substantive” Requirements of Rule 23(e)(2)(C)-(D)

When evaluating the proposed Settlement’s substantive reasonableness, the Court must consider Rule 23(e)(2)(C) and 23(e)(2)(D) which ask, respectively, whether “the relief provided for the class is adequate” and if the proposed Settlement “treats class members equitably relative to each other.” Here, the Settlement provides a highly favorable result for the Class, given the considerable risks posed by further litigation.

i. The Settlement Amount Provides “Adequate” Relief Considering the Costs, Risks, and Delay of Trial and Appeal

A key factor in deciding whether the Court should grant final approval is “whether the settlement’s terms fall within a reasonable range, given the likelihood of the plaintiffs’ success on the merits.” *Slipchenko v. Brunel Energy, Inc.*, 2015 WL 338358, *11 (S.D. Tex. 2015).

The second, fourth, and fifth *Reed* factors, respectively, consider “the complexity, expense, and likely duration of the litigation,” the “probability of plaintiffs’ success on the merits,” and “the range of possible recovery.” *Reed*, 703 F.2d at 172. To evaluate the probability of success “the Court must compare the terms of the settlement with the rewards the class would have been likely to receive following a successful trial.” *DeHoyos*, 240 F.R.D. at 287. Substantive adequacy, whether assessed through Rule 23(e)(2)(C) or the *Reed* factors, “strongly favors approving [a] proposed [] settlement agreement.” *O’Donnell v. Harris County*, 2019 WL 6219933, *13 (S.D. Tex. 2019).

First, there is no question that continued class action litigation is costly, risky, and lengthy. The Settlement avoids the risks of prolonged and uncertain litigation, achieves a substantial recovery, and avoids the considerable expenses associated with litigating class certification, summary judgment, trial, and a lengthy appeals process. *Klein v. O’Neal, Inc.*, 705 F. Supp. 2d 632, 651 (N.D. Tex. 2010) (“When the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the reasonableness of approving a mutually agreeable settlement is strengthened.”).

Second, the Settlement provides for up to \$1,060,000 to be paid by Defendant. Simply put, the Settlement Amount represents an excellent recovery. The Settlement includes \$90.00 per Claimant in statutory damages which is significantly more than is typically recovered in TCPA class actions. *See In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (recovery of \$34.60 per claimant "falls within the range of recoveries in other TCPA actions"); *Markos v. Wells Fargo Bank, N.A.*, 2017 U.S. Dist. LEXIS 17546, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017) (recovery of \$24 per claimant in a TCPA class action "an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter"). Furthermore, Defendant also provided confidential information which Class Counsel reviewed, which showed that Defendant was in financial distress and a larger judgment risked pushing Defendant into bankruptcy. *See Hiraldo Decl.* ¶ 13.

Given the Class's risk of losing on their pending Motion for Class Certification and the risk of future litigation, the Settlement amount here represents an excellent recovery. *Klein v. O'Neal, Inc.*, 705 F. Supp. 2d 632, 651 (N.D. Tex. 2010) ("When the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the

reasonableness of approving a mutually agreeable settlement is strengthened.”).

ii. Other Rule 23(e)(2)(C) Factors Support Final Approval

Under Rule 23(e)(2)(C), courts also must consider whether the relief provided for the class is adequate in light of “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims,” “the terms of any proposed award of attorneys’ fees, including time of payment,” and “any agreement required to be identified under Rule 23(e)(3).” Each of these factors supports the Settlement’s approval or is neutral; thus, they do not suggest any basis for concluding the Settlement is inadequate.

iii. The Settlement Terms are Equitable

Rule 23(e)(2)(D) provides that the proposed Settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). Here, all Class Members who submit timely and valid Claim Forms will recover the same amount of money from the Settlement Fund and, therefore, all are treated equitably. While the Settlement Agreement also provides for modest \$5,000 Service Award for Plaintiff, this is appropriate in class action settlements and does not represent unfair

additional relief for the class representative. *See, e.g., Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 973 (E.D. Tex. 2000) (approving \$25,000 incentive awards to both named plaintiffs).

Accordingly, this factor supports approval of the Settlement.

3. The Opinions of Class Counsel and Plaintiff Support Approval

The final *Reed* factor to consider is “the opinions of the class counsel, class representatives, and absent class members” in determining the propriety of a settlement. *Reed*, 703 F.2d at 172. In determining if a settlement is in the best interest of the class, “[s]ignificant weight is given to the opinion of class counsel[.]” *Marcus v. J.C. Penney Co., Inc.*, 2017 WL 6590976, *3 (E.D. Tex. 2017). Extensive investigation has made Class Counsel a reliable source of information for the Court to rely on when deciding on approval of the Settlement. *See Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 852 (E.D. La. 2007) (“Counsel are the Court’s main source of information about the settlement . . . and therefore the Court will give weight to class counsel’s opinion regarding the fairness of settlement.”). The Court should also consider Class Counsel’s considerable skill and experience in class-action litigations when evaluating the proposed Settlement. *See Schwartz*, 2005 WL 3148350 at

*21 (“where...Lead Counsel is experienced in class-action litigation, courts typically defer to the judgment of experienced trial counsel who has evaluated the strength of his case.”).

Here, Class Counsel have extensive experience successfully prosecuting class actions and other complex cases. Hiraldo Decl. ¶ 7. Class Counsel believes the Settlement merits approval and Plaintiff also supports the proposed Settlement. Thus, this factor weighs in favor of final approval.

For all of the foregoing reasons, Plaintiff requests that the Court approve the Settlement by finding that its terms are fair, reasonable, and adequate according to the requirements of Rule 23(e) and the *Reed* factors.

V. ATTORNEYS’ FEES AND COSTS AND THE CLASS REPRESENTATIVE SERVICE AWARD ARE REASONABLE

As disclosed in the Settlement Agreement [ECF No. 48-1] and requested in Class Counsel’s Unopposed Motion and Brief in Support for Award of Attorneys’ Fees and Costs and Class Representative Service Award [ECF No. 52], Class Counsel is requesting 33.3% of the Settlement Fund (or \$333,320.00) and reimbursement of \$11,218.31 in litigation expenses, while Plaintiff seeks a service award of \$5,000.00. This amount

is within the range of awards typically granted in class action cases in this Circuit and District. *See Miller v. Glob. Geophysical Servs.*, 2016 WL 11645372, *1 (S.D. Tex. 2016) (finding attorney’s fees of one-third of the settlement fund reasonable given the “time and labor required, the novelty and difficulty of the case, the skill required to prosecute the case, the experience and ability of the attorneys, awards in similar cases, the contingent nature of the representation and the result obtained for the Class.”). That fee is also appropriate when considering the substantial risks Class Counsel undertook in expending the time, effort, and resources in pursuing the claims in this Action and obtaining the excellent recovery.

VI. CONCLUSION

The Parties’ proposed Settlement was reached only after significant discovery and arm’s-length negotiations by experienced consumer class action lawyers. It provides a fair result for the Settlement Class Members and has received overwhelming support. For the reasons detailed herein, and in the accompanying documents, Plaintiff respectfully submits that the Parties’ proposed Settlement is reasonable and deserving of final approval through entry of the proposed Order.

Dated: December 10, 2024.

Respectfully submitted,

/s/Roger L. Mandel

Roger L. Mandel
rmandel@jeevesmandellawgroup.com

**JEEVES MANDEL LAW GROUP,
P.C.**

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/s/ Michael Eisenband

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/s/ Manuel S. Hiraldo

HIRALDO P.A.

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mhiraldo@hirdolaw.com

T: 954-400-4713

Counsel for Plaintiff and the Class

CERTIFICATE OF CONFERENCE

I certify that I conferred with Stephen Bumgarner on December 10, 2024, counsel for Defendant via email and he confirmed that Defendant does not oppose the relief sought by this Motion.

/s/ Michael Eisenband
Michael Eisenband

CERTIFICATE OF WORD COUNT

I certify that this Motion meets the Court's Word Count requirement because it contains 5,258 words, excluding the case caption, the signature block, Table of Contents, Table of Authorities and the certificates, as calculated by the word count function of Microsoft Word.

/s/ Michael Eisenband
Michael Eisenband

CERTIFICATE OF SERVICE

This document was filed December 10, 2024, on the Court's ECF System, through which it will be served on all counsel of record.

/s/ Michael Eisenband
Michael Eisenband

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

TABATHA LEE,
individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

JDC HEALTHCARE
MANAGEMENT, LLC,

Defendant.

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Civil Action No. 3:23-cv-01134-E

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND CERTIFYING
SETTLEMENT CLASS AND FINAL JUDGMENT**

THIS MATTER COMING BEFORE THE COURT on the Parties Joint Motion for Final Approval of Proposed Class Action Settlement (the “Final Approval Motion”) seeking final approval of the Class Action Settlement Agreement and Release dated September 4, 2024 [ECF No. 48-1], certification of the Settlement Class and entry of Final Judgment. Also before the Court is Class Counsel’s Unopposed Motion and Brief in Support of Attorneys’ and Costs and Class Representative Service Award [ECF No. 52], which separately addresses two aspects of the Settlement:

Class Counsel's requested Fee and Expense Award and the Class Representative's requested Service Award.

On September 4, 2024, the Plaintiff filed her Unopposed Motion for Leave to Give Notice of Proposed Class Action Settlement and For Approval of Notice Program (the "Notice Motion"), which had a declaration, with supporting exhibits, of Manuel Hiraldo (ECF No. 48-2). The Court, thereafter, having reviewed same, entered an Order on September 10, 2024, granting the Notice Motion, which served to (1) find the Settlement sufficiently likely to be approved to justify sending notice to the Settlement Class, (2) find it sufficiently likely the Court would certify the Settlement Class to justify sending notice to the Settlement Class, (3) appointing Plaintiff's counsel as Class Counsel and Plaintiff Tabatha Lee as Class Representative for purposes of sending notice to the Settlement Class, and (4) approving the notice plan.

The Court, having reviewed the Settlement Agreement ("Agreement")¹ [ECF No. 48-1], the Final Approval Motion and its supporting declarations, as well as the previously filed declarations of

¹ The definitions in the Agreement are hereby incorporated as though fully set forth in this Final Approval Order, and capitalized terms shall have the meanings attributed to them in the Agreement.

Manuel Hiraldo and supporting exhibits, and the other pleadings and proceedings to date in this matter; and having noted that there have been **no objections and no opt-outs filed by any Settlement Class Member to the proposed Settlement and the December 9, 2024 deadline to object or exclude themselves has now passed**, HEREBY FINDS, ORDERS, ADJUDGES, and DECREES as follows:

I. THE SETTLEMENT CLASS IS CERTIFIED, PLAINTIFF IS APPOINTED CLASS REPRESENTATIVE, AND PLAINTIFF'S COUNSEL ARE APPOINTED CLASS COUNSEL

1. In the Order granting the Notice Motion, the Court approved the provision of notice to the following Settlement Class:

Settlement Class: All U.S. resident individuals who use their cell phone as their residential telephone line and who were sent text messages by Defendant after making a "STOP" request and after having placed their cell phone number on the National Do-Not-Call Registry between May 17, 2019 and May 17, 2023.

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any person who timely opts-out of the Settlement Class; and (6) Class Counsel, their employees, and their immediate family.

2. The Settlement Class so defined, is hereby certified pursuant to Fed. R. Civ. P. 23(a) & (b)(3).

3. There have been zero (0) objections and zero (0) opt-out requests from the Settlement Class and the December 9, 2024 deadline to either object or exclude themselves from the Settlement Class has passed.

4. The requirements of Rule 23(a) and (b)(3) have been satisfied for the reasons stated in the Final Approval Motion. The members of the Settlement Class are so numerous that joinder of all members is impracticable; there are questions of law or fact common to the Settlement Class; the claims of the Class Representative is typical of the claims of the Settlement Class; the Class Representative will fairly and adequately protect the interests of the Settlement Class; and prosecution of separate actions by individual Settlement Class members would create a risk of inconsistent or varying adjudications with respect to them that would establish incompatible standards of conduct for Defendants.

5. The appointment for notice purposes of Tabatha Lee as Class Representative pursuant to Rule 23(a)(1) of the Federal Rules of Civil

Procedure is made final. The Court finds that the Class Representative has adequately represented the Class to date.

6. The Court finds that Roger L. Mandel of Jeeves Mandel Law Group, P.C., Manuel Hiraldo of Hiraldo P.A., Michael Eisenband of Eisenband Law P.A. are experienced in class litigation and have fairly and adequately protected the interests of the Settlement Class, and their appointment as Class Counsel for notice purposes is hereby made final.

II. THE BEST NOTICE PRACTICABLE WAS PROVIDED TO THE SETTLEMENT CLASS

7. Notice to the Settlement Class has been provided in accordance with the Court's Order granting the Notice Motion. The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the Settlement. The Court notes that no Settlement Class Member timely or ever filed an objection to the Settlement.

8. The Court-approved Notice satisfied due process requirements because it adequately described the claims at issue and contained the information reasonably necessary for Class Members to

decide whether to make a claim in, object to, or opt out of the Settlement. The provision of a website and a telephone number to obtain more information and a method to submit claims online through the website made it sufficiently simple for Class members to make informed decisions and act upon them.

9. All Settlement Class Members who failed to submit an objection to the Settlement in accordance with the deadline and procedure set forth in the Order are deemed to have waived and are forever foreclosed from raising any objection to the Settlement.

III. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

10. The Court finds that the Settlement resulted from extensive arms-length, good-faith negotiations between Plaintiff and Defendant, through experienced counsel and the use of a Mediator.

11. Pursuant to Fed. R. Civ. P. 23(e), the Court finds that the Settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class, considering whether: (a) the class representative and class counsel have adequately represented the Settlement Class; the proposal was negotiated at arm's length; (b) the relief provided for the Settlement Class is adequate, taking into account: (i) the costs, risks, and

delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Class; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).

12. The Court also finds that the Settlement is fair, reasonable, and adequate considering the factors set forth in *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983):

- (1) the existence of fraud or collusion behind the settlement;
- (2) the complexity, expense, and likely duration of the litigation;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the probability of plaintiffs' success on the merits;
- (5) the range of possible recovery; and
- (6) the opinions of class counsel, class representatives, and absent class members.

Accordingly, the Court hereby finally approves in all respects the Settlement, as memorialized in the Agreement.

13. Class Counsel separately filed an Unopposed Motion and Brief in Support of Attorneys' Fees and Costs and Class Representative Service Awards ("Fee Motion") (ECF No. 52) on October 8, 2024, before the December 9, 2024, deadline for objecting to any aspect of the Settlement, including Class Counsel's requested Fee and Expense Award

and the Class Representative's requested Service Award. Not only were no objections filed to the Settlement, including those requested awards, but no response in opposition to the Fee Motion was ever filed with the Court.

14. The Court approves the Parties' plan to distribute the Settlement Fund as set forth in the Settlement.

15. The requested class representative service award is awarded "to compensate named plaintiffs for the services they provide and burdens they shoulder during litigation." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 333 (W.D. Tex. 2007). Upon consideration of Class Counsel's request for a service award to Plaintiff in this litigation and considering the agreement between the parties as reflected in the Settlement Agreement to pay a class representative service award in the amount of \$5,000 to Plaintiff, and with the acknowledgement of Plaintiff's effort to come forward and act as Lead Plaintiff in this case, Plaintiff is hereby awarded a service award in the amount of \$5,000 in accordance with the Settlement Agreement, and Defendant is ordered to pay Plaintiff out of the Settlement Fund in accordance with the terms of the Settlement.

16. Federal Rule of Civil Procedure 23(3) provides that “[i]n a certified class action, the court may award reasonable attorneys’ fees and nontaxable costs that are authorized ... by the parties’ agreement.” Moreover, the Supreme Court has consistently recognized the common fund doctrine to permit attorneys who obtain a recovery for a class to be compensated from the benefits achieved as a result of their efforts. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478-79 (1980). Under the percentage of recovery method as cross-checked by the factors set forth in *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974), as set forth in the Fee Motion, the Court finds fair, reasonable and adequate to Class Counsel and the Class the requested and agreed-upon attorneys’ fees of \$333,320.00 and expenses of \$11,218.31 and orders them to be paid by Defendant out of the Settlement Fund in accordance with the terms of the Settlement Agreement.

IV. RELEASE

17. As provided for in the Settlement Agreement, upon the entry of the Final Approval Order and without any further action by the Court or by any Party to the Settlement Agreement, the Released Parties shall be released and forever discharged by the Plaintiff, the Settlement Class,

and each Class Member from all Released Claims. In addition, upon entry of the Final Approval Order, Plaintiff, the Settlement Class, and each Class Member shall be deemed to have, and by operation of the Final Approval Order, shall have fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of subsequent discovery of additional or different facts. The Releases provided in the Agreement and herein shall include releases of unknown claims pursuant to Cal. Civil Code § 1542 and any comparable provision of state or local law. Furthermore, upon entry of the Final Approval Order, all Class Members shall be bound by the Agreement and all of their claims shall be dismissed with prejudice and released even if they never received notice of the Action, the Settlement or submitted a Claim Form.

18. Upon issuance of this Final Approval Order, Plaintiff and all Settlement Class Members shall be permanently barred and enjoined from asserting (or soliciting any other person to assert) any of the Released Claims in any action or proceeding and from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims (or soliciting any other person to do so). The Releases

shall apply to and bind all members of the Settlement Class who did not opt -out including, but not limited to, those Class Members whose Class Notices were returned as undeliverable, those who do not negotiate settlement checks sent to them, and those for whom no current address could be found through reasonable efforts.

19. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties. The Court permanently bars and enjoins each Releasing Party, including Plaintiff and all Settlement Class Members, from directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, filing, commencing, prosecuting, participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory, or other proceeding in any jurisdiction in which any of the Released Claims are asserted.

V. FINAL JUDGMENT AND OTHER PROVISIONS

20. This Final Approval Order shall constitute a final judgment pursuant to Fed. R. Civ. P. 54(a) from which an appeal may lie. The Court has jurisdiction to enter this Final Approval Order. Without in any way

affecting the finality of this Final Approval Order, this Court expressly retains jurisdiction over Defendant and each Settlement Class Member regarding the implementation, enforcement, and performance of the Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to the Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Administrator.

21. The Parties are hereby directed to implement and consummate the Settlement as set forth in the terms and provisions of the Agreement.

22. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Agreement as are consistent with this Final Approval

Order and that do not reduce or limit the benefits and rights of Settlement Class Members under the Agreement.

IT IS SO ORDERED, this ____ day of December, 2024.

HON. ADA BROWN
UNITED STATES DISTRICT JUDGE

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

TABATHA LEE, et al.,

Plaintiffs,

v.

**JDC HEALTHCARE
MANAGEMENT, LLC,**

Defendant.

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§ **Civil Action No. 3:23-cv-**
§ **01134-E**
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**DECLARATION OF MANUEL HIRALDO IN SUPPORT OF
FINAL APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT**

I, Manuel Hiraldo, declare as follows:

1. I am an attorney licensed to practice in the State of Florida and a member in good standing of the bar of the State of Florida. I own and operate the law firm of Hiraldo P.A. I respectfully submit this declaration in support of Plaintiff’s Motion for Final Approval of Proposed Class Action Settlement and Certifying Settlement Class and Final Judgment.

2. I have personal knowledge of the facts set forth in this declaration and can testify to these facts if called upon to do so.

3. Class Counsel¹ have not received any objections to any aspect (including Class Counsel's proposed Fee and Expense Award and the Class Representative Service Awards) of the proposed Settlement or any informal complaints about the terms of the proposed Settlement from any Settlement Class Member.

4. Furthermore, the Court docket for this case does not reflect the filing of any objections.

5. Lastly, Class Counsel have not received any communications alerting them to any Settlement Class Member's interest in appearing at a Fairness Hearing or bringing a separate, individual lawsuit on the theories pled in the matter, or received notice of any such filings.

6. Class Counsel fully understood the strengths and weaknesses of the claims and defenses of this Action and achieved the most beneficial result for the Class.

7. Roger L. Mandel of Jeeves Mandel Law Group, P.C., Manuel Hiraldo of Hiraldo P.A. and Michael Eisenband of Eisenband Law P.A all have extensive experience successfully prosecuting class actions and other complex cases.

¹ Class Counsel, as defined in this Court's Order, (ECF No. 54), include Roger L. Mandel, Manuel Hiraldo and Michael Eisenband.

8. Class Counsel have devoted a significant amount of time to this matter, possess the requisite knowledge of the applicable law and experience with complex litigation, and have committed the resources necessary to prosecute this case on behalf of the Plaintiff and the Settlement Class to a successful conclusion.

9. Plaintiff Tabatha Lee read the Complaint before it was filed; confirmed her claims are based on Defendant's actions, as are the claims of all proposed Settlement Class members; confirmed her understanding of their responsibilities to the proposed class; sat for a deposition in her role as the Class Representative and actively participated in the litigation through regular communication with Class Counsel regarding the proposed Settlement; and she retained competent counsel with sufficient resources to prosecute this Action to conclusion.

10. Class Counsel do not believe that Plaintiff has any interests different from the interests of the rest of the Settlement Class that could constitute a conflict of interest.

11. Class Counsel negotiated the Settlement Agreement terms with Defendant over weeks and months, exchanging multiple proposals.

12. Class Counsel did not negotiate the Class Representative Service Awards and the Fee and Expense Award for Class Counsel until the terms of the Settlement had been agreed upon.

13. Defendant also provided confidential information which Class Counsel reviewed, which showed that Defendant was in financial distress and a larger judgment risked pushing Defendant into bankruptcy.

14. I declare under penalty of perjury that the foregoing is true and correct.

Executed December 10, 2024.

/s/Manuel Hiraldo
Manuel Hiraldo

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

TABATHA LEE,
individually and on behalf of
all others similarly situated

Plaintiff,

v.

JDC HEALTH-CARE
MANAGEMENT, LLC,

Defendant.

Civil Action No. 3:23-cv-01134-E

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”).
3. **CAFA Notice Mailing:** On September 13, 2024, I was responsible for overseeing the dissemination of the CAFA Notice letter (attached hereto as Exhibit A) and a CD with copies of the following documents to the Attorneys General listed in the letter:
 - a. Complaint
 - b. Settlement Agreement with Exhibits
 - c. Motion and Brief Seeking Preliminary Approval
 - d. Order Directing sending of the Notice
4. **Class List Receipt and Processing:** On or about September 20, 2024, ALCS received a mailing list (“Class List”) containing 10,250 rows with names, addresses and phone numbers. ALCS reviewed and processed the data. ALCS also received a second file with 94 rows that did not include addresses. ALCS skip traced the second file to find addresses where available. After analysis of both files, 34 did not have addresses and 1 did not have a name. The final noticing list contained 10,309 class member and phone number combinations. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

5. **Initial Class Notice:** On October 10, 2024, ALCS caused the Notice of Class Action and Claim Form (“Notice”) to be mailed, substantially in the form approved by the Court (attached hereto as Exhibit B), to 10,309 class members. On October 10, 2024, ALCS also emailed the Notice (attached hereto as Exhibit C), to 3,210 class members with valid email addresses.
6. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the return mail included an updated address provided by USPS. For these, the class member addresses were updated, and the Notice was re-mailed to the updated address provided. The remainder of the mail returned by USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 10,309 Initial Notices mailed, 1,481 were returned by USPS as of the date of this declaration. Of those 1,481 returned, 865 were remailed to updated addresses. 90 of those remails were returned by USPS. 706 Notices were deemed undeliverable.
7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Total Class Member, Phone Number combinations: 10,309
 - Initial Notices mailed via USPS: 10,309
 - Notices returned by USPS: 1,481
 - Notices remailed via USPS: 865
 - Remailed Notices returned by USPS: 90
 - Notices deemed undeliverable: 706
 - Percentage of Notices deemed delivered by USPS: **93.15%**
8. **Objections:** The Notice instructed those who wish to object to the proposed settlement follow the instructions provided in the Long Form Notice found on the case website (attached hereto as exhibit D) no later than December 9, 2024. As of the date of this declaration, ALCS is not aware of any objections to the proposed settlement and has received no objections.
9. **Exclusions:** The Notice instructed those who wish to be excluded from the proposed settlement to request to be excluded, as instructed in the Long Form Notice on the case website (attached hereto as exhibit D), no later than December 9, 2024. As of the date of this declaration, ALCS is not aware of any requests for exclusion from the proposed settlement and has not received any requests for exclusion from the proposed settlement.

10. **Claims:** The Notice instructed class members who wish to receive a settlement check to return the claim form by mail to the Settlement Administrator or submit the claim via the case website. The claim form was included with the Notice and further stated that the returned claim form must be postmarked by no later than December 9, 2024. 999 claim forms have been received as of the date of this declaration which includes 952 valid timely claims, 5 invalid claims (not signed by claimant), 38 invalid claims (submitted by non-class members) and, 4 duplicate claims. This represents a claims rate of 9.69%.

11. **Claim Summary:**

Valid Claims	952
Invalid Claims (not signed)	5
Invalid Claims (not in class)	38
Duplicate Claims	4
TOTAL CLAIMS:	999

12. **Website:** ALCS created a case website www.jeffersondentalclasssettlement.com that provided further information as stated in the Notice. The website contained sections for important Court documents, key dates, and answers to frequently asked questions. Some of the documents available on the website are the Settlement Agreement, Order Directing Sending of Notice to Class and Approving Notice Program, Long Form Notice, Motion for Attorneys Fees & Costs and Service Award. Class members also have an opportunity to update their address, submit their claim, or download a claim form.

13. **Telephone Number:** ALCS also has a 24-hour telephone line available where Class members can call and obtain more information on the proposed settlement. Information available through the telephone line includes the settlement terms, how a Class member can object or exclude themselves from the Settlement Agreement and how a Class member can file a claim under the Settlement Agreement.

14. **ALCS has complied with all deadlines and requirements of the Settlement Agreement and this Court's Order Directing Sending of Notice to Class and Approving Notice Program which directed sending notice to the Class.**

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on December 10, 2024, in Jacksonville, Florida.



Mark Unkefer

Exhibit A

September 13, 2024

VIA CERTIFIED MAIL

The United States Attorney General and
All State Attorneys General
Identified on the Attached Service List

Re: Notice Pursuant to the Class Action Fairness Act of 2005: *Tabatha Lee, (“Plaintiff”) individually and on behalf of all others similarly situated v. JDC Healthcare Management, LLC, (“Defendant”), No. 3:23-cv-01134-E, United States District Court, Northern District of Texas, Dallas Division.*

Dear Sir or Madam:

In accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), this letter provides notice of a proposed settlement in the above-captioned putative class action, designated No. 3:23-cv-01134-E, and pending in the United States District Court, Northern District of Texas, Dallas Division.

Section 1715 of the U.S. Code requires notice of a proposed class action settlement to be served upon appropriate federal and state officials. The required information under CAFA is set forth below. Also enclosed is a CD containing documents relating to the proposed settlement, as required by Section 1715. If you have any difficulty accessing any of the documents on the enclosed CD, please contact the undersigned.

Item 1: *A copy of the complaint, any materials filed with the complaint, and any amended complaints. 28 U.S.C. § 1715(b)(1).*

On May 17, 2023, Plaintiff Tabatha Lee, individually and on behalf of all others similarly situated, filed a Complaint in the United States District Court, Northern District of Texas, Dallas Division. The Complaint asserted claims for alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. §§ 227, et seq. (the “TCPA”). A copy of the Complaint is included on the enclosed CD as **Exhibit 1**.

Item 2: *Notice of any scheduled judicial hearing in the class action 28 U.S.C. § 1715(b)(2).*

A date for a Final Fairness Hearing has not been determined.

Items 3 and 4: *Any proposed or final notification to the class members, 28 U.S.C. § 1715(b)(3); any proposed or final class action settlement. 28 U.S.C. § 1715(b)(4).*

A copy of the proposed notice of settlement is an exhibit to the executed Settlement Agreement on the Enclosed CD as **Exhibit 2**.

On September 4, 2024, the Settlement Agreement and Release, along with proposed notices and exhibits, were filed with the Court and is included on the enclosed CD as **Exhibit 2**.

On September 4, 2024, a motion and brief seeking preliminary approval of the settlement and approval of the notice program was filed with the Court and is included on the enclosed CD as **Exhibit 3**. On September 10, 2024, the Court entered an Order directing sending of notice to the class and approving the notice program and is included on the enclosed CD as **Exhibit 4**.

Item 5: Any settlement or other agreement contemporaneously made between class counsel and counsel for the Defendant. 28 U.S.C. § 1715(b)(5).

There are no other agreements between class counsel and counsel for Defendants related to this matter, other than those identified in the Settlement Agreement, included as **Exhibit 2**.

Item 6: Any final judgment or notice of dismissal. 28 U.S.C. § 1715(b)(6).

No final judgment or notice of dismissal on a class-wide basis has been entered. A final approval hearing has not been scheduled.

Item 7: Either (i) the names of class members who reside in each State and estimated proportionate share of such members to the entire settlement; or (ii) if not feasible, a reasonable estimate of the number of class members residing in each State and estimated proportionate share of such members to the entire settlement. 28 U.S.C. § 1715(a)(7)(A)-(B).

This information is not currently available at this time.

Item 8: Any written judicial opinions relating to subparagraphs (3) through (6) under § 1715. 28 U.S.C. § 1715(b)(8).

No written judicial opinions have been entered by the Court in this matter.

The table below provides an index of the materials that we have included on the enclosed CD.

	Description
1.	Ex1-Complaint
2.	Ex2-Settlement Agreement with Exhibits
3.	Ex3-Motion and Brief Seeking Preliminary Approval
4.	Ex4-Order Directing Sending of Notice to Class and Approving Notice Program

Sincerely,

R. Mark Unkefer
Case Manager
American Legal Claims Services, LLC

Providing Notification as Settlement Administrator
for Defendant JDC Healthcare Management, LLC

Enclosures:
Attached Service List
CD

Lee v JDC Healthcare
CAFA NOTICE SERVICE LIST

Name	Department	Address	City	State	Zip	Service Method
ATTORNEY GENERAL OF ALABAMA	CLASS ACTION FAIRNESS ACT NOTICES	501 WASHINGTON AVENUE	MONTGOMERY	AL	36104	Certified Mail
ATTORNEY GENERAL OF ALASKA	CLASS ACTION FAIRNESS ACT NOTICES	1031 W 4TH AVENUE STE 200	ANCHORAGE	AK	99501-1994	Certified Mail
ATTORNEY GENERAL OF AMERICAN SAMOA	CLASS ACTION FAIRNESS ACT NOTICES	AMERICAN SAMOA GOVT EXEC OFC BLDG	Pago Pago	AS	96799	Certified Mail
ATTORNEY GENERAL OF ARIZONA	CLASS ACTION FAIRNESS ACT NOTICES	2005 N CENTRAL AVE	PHOENIX	AZ	85004-1592	Certified Mail
ATTORNEY GENERAL OF ARKANSAS	CLASS ACTION FAIRNESS ACT NOTICES	323 CENTER ST STE 200	LITTLE ROCK	AR	72201-2610	Certified Mail
ATTORNEY GENERAL OF CALIFORNIA	CLASS ACTION FAIRNESS ACT NOTICES	455 GOLDEN GATE AVENUE #11000	SAN FRANCISCO	CA	94102	Certified Mail
ATTORNEY GENERAL OF COLORADO	CLASS ACTION FAIRNESS ACT NOTICES	RALPH L. CARR COLORADO JUDICIAL CENTER, 1300 N BROADWAY FLOOR 10	DENVER	CO	80203-2104	Certified Mail
ATTORNEY GENERAL OF CONNECTICUT	CLASS ACTION FAIRNESS ACT NOTICES	165 CAPITOL AVE	HARTFORD	CT	06106-1659	Certified Mail
ATTORNEY GENERAL OF DC	CLASS ACTION FAIRNESS ACT NOTICES	400 6TH ST NW 10TH FL	WASHINGTON	DC	20001	Certified Mail
ATTORNEY GENERAL OF DELAWARE	CLASS ACTION FAIRNESS ACT NOTICES	CARVEL ST OFFICE BLDG 820 N FRENCH ST	WILMINGTON	DE	19801	Certified Mail
ATTORNEY GENERAL OF FLORIDA	CLASS ACTION FAIRNESS ACT NOTICES	THE CAPITAL PL 01	TALLAHASSEE	FL	32399-1050	Certified Mail
ATTORNEY GENERAL OF GEORGIA	CLASS ACTION FAIRNESS ACT NOTICES	40 CAPITOL SQUARE SW	ATLANTA	GA	30334-1300	Certified Mail
ATTORNEY GENERAL OF GUAM	CLASS ACTION FAIRNESS ACT NOTICES	590 S. MARINE CORPS DR STE. 706	TAMUNING	GU	96913-3537	Certified Mail
ATTORNEY GENERAL OF HAWAII	CLASS ACTION FAIRNESS ACT NOTICES	425 QUEEN ST	HONOLULU	HI	96813-2903	Certified Mail
ATTORNEY GENERAL OF IDAHO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 83720	BOISE	ID	83720-0010	Certified Mail
ATTORNEY GENERAL OF ILLINOIS	CLASS ACTION FAIRNESS ACT NOTICES	JAMES R THOMPSON CTR 100 W RANDOLPH ST	CHICAGO	IL	60601	Certified Mail
ATTORNEY GENERAL OF INDIANA	CLASS ACTION FAIRNESS ACT NOTICES	INDIANA GOVERNMENT CENTER SOUTH, 302 W WASHINGTON STREET, 5TH FL	INDIANAPOLIS	IN	46204	Certified Mail
ATTORNEY GENERAL OF IOWA	CLASS ACTION FAIRNESS ACT NOTICES	1305 E WALNUT ST HOOVER ST OFFICE BLDG	DES MOINES	IA	50319	Certified Mail
ATTORNEY GENERAL OF KANSAS	CLASS ACTION FAIRNESS ACT NOTICES	120 SW 10TH AVE FL 2ND	TOPEKA	KS	66612-1597	Certified Mail
ATTORNEY GENERAL OF KENTUCKY	CLASS ACTION FAIRNESS ACT NOTICES	700 Capital AVE	FRANKFORT	KY	40601-3410	Certified Mail
ATTORNEY GENERAL OF LOUISIANA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 94095	BATON ROUGE	LA	70804-9095	Certified Mail
ATTORNEY GENERAL OF MAINE	CLASS ACTION FAIRNESS ACT NOTICES	STATE HOUSE STATION 6	AUGUSTA	ME	04333-0001	Certified Mail
ATTORNEY GENERAL OF MASSACHUSETTS	CLASS ACTION FAIRNESS ACT NOTICES	1 ASHBURTON PL FL 20	BOSTON	MA	02108-1518	Certified Mail
ATTORNEY GENERAL OF MARYLAND	CLASS ACTION FAIRNESS ACT NOTICES	200 Saint PAUL St Ste 1700	BALTIMORE	MD	21202-2029	Certified Mail
ATTORNEY GENERAL OF MICHIGAN	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 30212	LANSING	MI	48909-7712	Certified Mail
ATTORNEY GENERAL OF MINNESOTA	CLASS ACTION FAIRNESS ACT NOTICES	445 Minnesota Street Suite 1400	ST PAUL	MN	55101-2131	Certified Mail
ATTORNEY GENERAL OF MISSISSIPPI	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 220	JACKSON	MS	39205-0220	Certified Mail
ATTORNEY GENERAL OF MISSOURI	CLASS ACTION FAIRNESS ACT NOTICES	SUPREME COURT BLDG 207 W HIGH ST PO BOX 899	JEFFERSON CITY	MO	65101	Certified Mail
ATTORNEY GENERAL OF MONTANA	CLASS ACTION FAIRNESS ACT NOTICES	215 N SANDERS ST	HELENA	MT	59601-4522	Certified Mail
ATTORNEY GENERAL OF N. M. I.	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 10007	SAIPAN	MP	96950-8907	Certified Mail
ATTORNEY GENERAL OF NEBRASKA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 98920	LINCOLN	NE	68509	Certified Mail
ATTORNEY GENERAL OF NEVADA	CLASS ACTION FAIRNESS ACT NOTICES	email:NVAGCAFAnotices@ag.nv.gov				Email
ATTORNEY GENERAL OF NEW HAMPSHIRE	CLASS ACTION FAIRNESS ACT NOTICES	33 CAPITOL STREET	CONCORD	NH	03301-6310	Certified Mail
ATTORNEY GENERAL OF NEW JERSEY	CLASS ACTION FAIRNESS ACT NOTICES	25 MARKET ST	TRENTON	NJ	08611-2148	Certified Mail
ATTORNEY GENERAL OF NEW MEXICO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 1508	SANTA FE	NM	87504-1508	Certified Mail
ATTORNEY GENERAL OF NEW YORK	CLASS ACTION FAIRNESS ACT NOTICES	LITIGATION BUREAU JUSTICE BLDG 2ND FL	ALBANY	NY	12224	Certified Mail
ATTORNEY GENERAL OF NORTH CAROLINA	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 629	RALEIGH	NC	27602-0629	Certified Mail
ATTORNEY GENERAL OF NORTH DAKOTA	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL 600 E BLVD AVE	BISMARCK	ND	58505	Certified Mail
ATTORNEY GENERAL OF OHIO	CLASS ACTION FAIRNESS ACT NOTICES	30 E BROAD ST FL 14TH	COLUMBUS	OH	43215-3414	Certified Mail
ATTORNEY GENERAL OF OKLAHOMA	CLASS ACTION FAIRNESS ACT NOTICES	313 NE 21ST STREET	OKLAHOMA CITY	OK	73105-3207	Certified Mail
ATTORNEY GENERAL OF OREGON	CLASS ACTION FAIRNESS ACT NOTICES	JUSTICE BLDG 1162 COURT ST NE	SALEM	OR	97301	Certified Mail
ATTORNEY GENERAL OF PENNSYLVANIA	CLASS ACTION FAIRNESS ACT NOTICES	STRAWBERRY SQUARE 16TH FL	HARRISBURG	PA	17120-0001	Certified Mail
ATTORNEY GENERAL OF PUERTO RICO	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 9020192	SAN JUAN	PR	00902-0192	Certified Mail
ATTORNEY GENERAL OF RHODE ISLAND	CLASS ACTION FAIRNESS ACT NOTICES	4 HOWARD AVE	CRANSTON	RI	02920-3031	Certified Mail
ATTORNEY GENERAL OF SOUTH CAROLINA	CLASS ACTION FAIRNESS ACT NOTICES	1000 ASSEMBLY ST STE 510	COLUMBIA	SC	29201-3117	Certified Mail
ATTORNEY GENERAL OF SOUTH DAKOTA	CLASS ACTION FAIRNESS ACT NOTICES	1302 EAST HWY 14 STE 1	PIERRE	SD	57501-8501	Certified Mail
ATTORNEY GENERAL OF TENNESSEE	CLASS ACTION FAIRNESS ACT NOTICES	500 DR MARTIN LUTHER KING BLVD	NASHVILLE	TN	37243-0001	Certified Mail
ATTORNEY GENERAL OF TEXAS	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 12548	AUSTIN	TX	78711-2548	Certified Mail
ATTORNEY GENERAL OF UNITED STATES	CLASS ACTION FAIRNESS ACT NOTICES	950 PENNSYLVANIA AVE NW	WASHINGTON	DC	20530-0001	Certified Mail
ATTORNEY GENERAL OF US VIRGIN ISLAND	CLASS ACTION FAIRNESS ACT NOTICES	3438 KRONPRINDSENS GADE Ste 2ND	ST THOMAS	VI	00802-5751	Certified Mail
ATTORNEY GENERAL OF UTAH	CLASS ACTION FAIRNESS ACT NOTICES	350 N State St STE 230	SALT LAKE CITY	UT	84114-0002	Certified Mail
ATTORNEY GENERAL OF VERMONT	CLASS ACTION FAIRNESS ACT NOTICES	109 State St	MONTPELIER	VT	05609-1001	Certified Mail
ATTORNEY GENERAL OF VIRGINIA	CLASS ACTION FAIRNESS ACT NOTICES	202 NORTH NINTH STREET	RICHMOND	VA	23219-3424	Certified Mail
ATTORNEY GENERAL OF WASHINGTON	CLASS ACTION FAIRNESS ACT NOTICES	800 5TH AVE STE 2000	SEATTLE	WA	98104-3188	Certified Mail
ATTORNEY GENERAL OF WEST VIRGINIA	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL COMPLEX, BLDG. 1, RM E-26, 1900 KANAWHA BLVD E	CHARLESTON	WV	25305	Certified Mail
ATTORNEY GENERAL OF WISCONSIN	CLASS ACTION FAIRNESS ACT NOTICES	PO BOX 7857	MADISON	WI	53707-7857	Certified Mail
ATTORNEY GENERAL OF WYOMING	CLASS ACTION FAIRNESS ACT NOTICES	STATE CAPITOL BLDG	CHEYENNE	WY	82002-0001	Certified Mail

Exhibit B

inside front

Who's Included? The Settlement includes all persons who received a text message on their telephone from Jefferson Dental after having first asked Jefferson Dental to stop doing so. Specifically, the Settlement Class is defined as: All U.S. resident individuals who use their cell phone as their residential telephone line and who were sent text messages by Defendant after making a "STOP" request and after having placed their cell phone number on the National Do-Not-Call Registry between May 17, 2019 and May 17, 2023. The Settlement Class is estimated to consist of 10,334 people.

What Are the Settlement Terms? Jefferson Dental has agreed to make a Settlement Fund of up to \$1,000,060 available for claims by Settlement Class Members. Defendant will pay out of the Settlement Fund the notice and administration costs of the Settlement (up to \$50,000), attorneys' fees and expenses incurred by counsel for the Settlement Class (up to 33.33% or \$333,320 for fees and up to \$15,000 for costs), and a service award for Plaintiff (up to \$5,000). Each Settlement Class Member who submits a timely, correct and certified Claim Form by the Claim Deadline in the manner required by the Settlement Agreement shall be sent a Claim Settlement Check by the Administrator. The check will be calculated by dividing the Net Settlement Fund (the Settlement Fund after deduction of the Attorneys' Fees and Costs Award, the Notice and Administration Costs, and the Service Award) by the number of Settlement Class Members. If the estimate of the Notice and Administration Costs is correct and the Court awards the maximum possible Attorneys' Fees and Cost Award and maximum Service Award, each Settlement Class Member who submits a timely and valid Claim will be mailed a check for approximately \$57. The Court will decide the amount of the Attorneys' Fees and Costs Award, the Notice and Administration Costs, and the Service Award.

How Can I Get a Payment? If you qualify for a payment, you must complete and submit a valid Claim Form. You may submit a Claim Form by U.S. mail, which must be postmarked by December 9, 2024. You may also submit a claim online through the Settlement Website www.jeffersondentalclasssettlement.com, which must be submitted by 11:59 PM on December 9, 2024. There are two ways to submit a claim by U.S. Mail. Attached to this Postcard Notice of the Settlement is a Pre-Filled Paper Claim Form which you can complete and place in the mail. Or you may print a Claim Form at the Settlement Website, www.jeffersondentalclasssettlement.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. You would then need to fill out the claim form and mail it with the appropriate postage. To submit a claim online, visit the Settlement Website www.jeffersondentalclasssettlement.com. You will find a place where you can generate a Pre-Filled Electronic Claim Form by entering the Notice ID Number and PIN found on this Postcard Notice below. Add any additional required information and hit the submit button. To be valid, a Claim Form must be fully completed and accurately and timely submitted.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by December 9, 2024. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by December 9, 2024. The Long Form Notice available on the Settlement Website www.jeffersondentalclasssettlement.com explains how to exclude yourself or object. The Court will ultimately decide whether to certify the Settlement Class and approve the Settlement, as fair, adequate and reasonable. The Court will also consider and decide whether to approve the requests by Class Counsel for an Attorneys' Fees and Costs Award and for a Service Award for the Plaintiff. The Court has reserved the right to hold a Final Approval Hearing in connection with determining whether to certify the Settlement Class, approve the Settlement, and rule on the Attorneys' Fees and Costs Award and the Service Award requests. If there are objections, the Court will consider them in making its decision. If a hearing is held, you may appear at the hearing, either personally or through an attorney you hire, but you don't have to appear. If the Court sets a hearing, the date, time and location will be posted on the Settlement Website: www.jeffersondentalclasssettlement.com. For more information, call the Settlement Administrator at 1-800-543-4459 or visit the Settlement Website: www.jeffersondentalclasssettlement.com.

Your Personal Notice ID: «noticeid» Your Confidential PIN: «pin»

fold

fold

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1002 JACKSONVILLE, FL

POSTAGE WILL BE PAID BY ADDRESSEE

LEE v JDC HEALTHCARE SETTLEMENT
PO BOX 23680
JACKSONVILLE FL 32241



inside bottom/back

Exhibit C

Name: John Doe
Email: JohnDoe@gmail.com
Address: 123 Main St
ST JOHNS, FL 12345

Notice ID: 9999993
Pin: 123 456 789

*Court Approved Settlement Notice Authorized by the United States District Court
for the Northern District of Texas (Dallas Division)*

**If You Received a Text Message from JDC Healthcare Management, LLC (“Jefferson Dental”),
You May Be Entitled to a Payment from a Class Action Settlement.**

A Settlement has been reached in a class action lawsuit alleging that JDC Healthcare Management, LLC (“Jefferson Dental”) continued to send text messages to telephone numbers after being asked to stop in violation of the Telephone Consumer Protection Act. Jefferson Dental denies that it engaged in any wrongdoing. The Court has not decided who is right.

Settlement Class Members who submit valid Claim Forms are eligible to receive a cash recovery. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

Who’s Included? The Settlement includes all persons who received a text message on their telephone from Jefferson Dental after having first asked Jefferson Dental to stop doing so. Specifically, the Settlement Class is defined as: All U.S. resident individuals who use their cell phone as their residential telephone line and who were sent text messages by Defendant after making a “STOP” request and after having placed their cell phone number on the National Do-Not-Call Registry between May 17, 2019 and May 17, 2023. The Settlement Class is estimated to consist of 10,334 individuals.

What Are the Settlement Terms? Jefferson Dental has agreed to make a Settlement Fund of up to \$1,000,060 available for claims by Settlement Class Members. Defendant will pay out of the Settlement Fund the notice and administration costs of the Settlement (up to \$50,000), attorneys’ fees and expenses incurred by counsel for the Settlement Class (up to 33.33% or \$333,320 for fees and up to \$15,000 for costs), and a service award for Plaintiff (up to \$5,000). Each Settlement Class Member who submits a timely, correct and certified Claim Form by the Claim Deadline in the manner required by the Settlement Agreement shall be sent a Claim Settlement Check by the Settlement Administrator. The check will be calculated by dividing the Net Settlement Fund (the Settlement Fund after deduction of the Attorneys’ Fees and Costs Award, the Notice and Administration Costs, and the Service Award) by the number of Settlement Class Members. If the estimate of the Notice and Administration Costs is correct and the Court awards the maximum possible Attorneys’ Fees and Cost Award and maximum Service Award, each Settlement Class Member who submits a timely and valid Claim will be mailed a check for approximately \$57. The Court will decide the amount of the Attorneys’ Fees and Costs Award, the Notice and Administration Costs, and the Service Award.

How Can I Get a Payment? If you qualify for a payment, you must complete and submit a valid Claim Form. You may submit a Claim Form by U.S. mail, which must be postmarked by December 9, 2024. You may also submit a claim online through the Settlement Website jeffersondentalclasssettlement.com, which must be submitted by 11:59 PM on December 9, 2024. There are two ways to submit a claim by U.S. Mail. You should have received a Pre-Filled Paper Claim Form attached to a Postcard Notice of the Settlement which you can complete and place in the mail. Or you may print a Claim Form at the Settlement Website, jeffersondentalclasssettlement.com, or request a Claim Form by calling the Settlement Administrator at the

toll-free number below. You would then need to fill out the claim form and mail it with the appropriate postage. To submit a claim online, visit the Settlement Website jeffersondentalclasssettlement.com. You will be able to submit an Electronic Claim Form by entering the Notice ID and PIN Number provided on this email which also was included on the Postcard Notice that you received. Add any additional required information and hit the submit button. To be valid, a Claim Form must be fully completed and accurately and timely submitted.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 9, 2024**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **December 9, 2024**. The Long Form Notice available on the Settlement Website jeffersondentalclasssettlement.com explains how to exclude yourself or object. The Court will ultimately decide whether to certify the Settlement Class and approve the Settlement, as fair, adequate and reasonable. The Court will also consider and decide whether to approve the requests by Class Counsel for an Attorneys' Fees and Costs Award and for a Service Award to the Plaintiff. The Court has reserved the right to hold a Final Approval Hearing in connection with determining whether to certify the Settlement Class, approve the Settlement, and rule on the Attorneys' Fees and Costs Award and the Service Award requests. If there are objections, the Court will consider them in making its decision. If a hearing is held, you may appear at the hearing, either personally or through an attorney you hire, but you don't have to appear. If the Court sets a hearing, the date, time and location will be posted on the Settlement Website: jeffersondentalclasssettlement.com. For more information, call the Settlement Administrator at 1-800-543-4459 or visit the Settlement Website: jeffersondentalclasssettlement.com.

Exhibit D

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION
 Civil Action No. 3:23-cv-01134-C

**If You Received a TEXT MESSAGE from Jefferson Dental
 You May Be Entitled to a Payment from a Class Action
 Settlement**

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

- A Settlement¹ has been reached in a class action lawsuit alleging that JDC Healthcare Management, LLC (“Jefferson Dental” or “Defendant”) continued to send text messages to telephone numbers after being asked to stop in violation of the Telephone Consumer Protection Act (“TCPA”). Jefferson Dental denies that it engaged in any wrongdoing. The Court has not decided who is right.
- Settlement Class Members who submit valid Claim Forms are eligible to receive a cash recovery.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must timely submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective and you remain in the Settlement Class, you will receive your cash recovery by check.
EXCLUDE YOURSELF	You have the right to exclude yourself from the Settlement. If you do, you will not be a member of the Settlement Class, you will not receive any cash recovery from the Settlement, and you will retain the right to file your own lawsuit.
OBJECT	If you do not exclude yourself, you may object to the Settlement. You may submit written objections to the Court if you do not like the Settlement.
DO NOTHING	You will remain a member of the Settlement Class, but you will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Defendant about the Claims in this lawsuit.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website.

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

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3. What is the TCPA?
4. Why is this a class action?
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23. How do I get more information?

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Lee v. JDC Healthcare Management, LLC*, pending in the United States District Court for the Northern District of Texas, and about all your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. Ada Brown, a Judge in the Northern District of Texas, is overseeing this case. The person who sued, Tabatha Lee, is called the “Plaintiff.” JDC Healthcare Management, LLC, doing business as Jefferson Dental, is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that Defendant, in violation of the Telephone Consumer Protection Act, continued to send text messages to Settlement Class Members at their wireless telephone numbers which they used as their residential (home) telephone numbers after having asked Defendant to stop doing so and after having placed their wireless telephone numbers on the National Do-Not-Call Registry. The lawsuit seeks an award of actual and statutory damages under the TCPA on behalf of the Plaintiff and the Settlement Class.

Defendant denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the lawsuit and further denies that the claims in the lawsuit would be appropriate for class treatment if the lawsuit was to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.jeffersondentalclasssettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the TCPA?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that, among other things, restricts the use of marketing-related text messages after the texter is directed to stop sending text messages to the wireless number.

4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff) sues on behalf of themselves and other people with similar claims.

All residents of the United States who have claims similar to Plaintiff’s are Settlement Class Members, except for those who exclude themselves from the Settlement Class and a few others such as employees of Defendant.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendant. Instead, both sides have agreed to a compromise settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

a trial and, if the Settlement is approved by the Court, Settlement Class Members (who do not opt-out) will be eligible to receive the benefits described in this Notice. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement includes all persons who received a text message on their telephone from Defendant after having first asked Defendant to stop doing so. Specifically, the Settlement Class is defined as:

All U.S. resident individuals who use their cell phone as their residential telephone line and who were sent text messages by Defendant after making a “STOP” request and after having placed their cell phone number on the National Do-Not-Call Registry between May 17, 2019 and May 17, 2023.

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as “Settlement Class Members.” There are estimated to be 10,334 Settlement Class Members.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any person who would qualify as a Settlement Class Member who has timely opted out of this lawsuit; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

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

Based on Defendant’s records, it appears you are a Settlement Class Member. However, if you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.jeffersondentalclasssettlement.com or call the toll-free number, 1-800-543-4459.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendant has agreed to make \$1,000,060 (the “Settlement Fund”) available for claims by Settlement Class Members. Defendant will pay out of the Settlement Fund the notice and administration costs of the Settlement (up to \$50,000), attorneys’ fees and expenses incurred by counsel for the Settlement Class (up to 33.33% or \$333,320 for fees and up to \$15,000 for costs), and a service award for Plaintiff (up to \$5,000). Each Settlement Class Member who submits a timely, correct and certified Claim Form by the Claim Deadline in the manner required by the Settlement Agreement shall be sent a Claim Settlement Check by the Settlement Administrator. The portion of the Net Settlement Fund each Claimant will be eligible to claim will be calculated by dividing the Net Settlement Fund by the number of Settlement Class Members. If the estimate of the Notice and Administration Costs is correct and the Court awards the maximum possible Attorneys’ Fees and Cost Award and maximum Service Award, each Settlement Class Member who submits a timely and valid Claim will be mailed a check for approximately \$57. Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 60 days following the Effective Date.

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form.

You may submit a Claim Form by U.S. mail, which must be postmarked by December 9, 2024. You may also submit a claim online through the Settlement Website www.jeffersondentalclasssettlement.com, which must be submitted by 11:59 PM on December 9, 2024.

There are two ways to submit a claim by U.S. Mail. You should have received a Pre-Filled Paper Claim Form attached to a Postcard Notice of the Settlement which you can complete and place in the mail. Or you may print a Claim Form at the Settlement Website, www.jeffersondentalclasssettlement.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. You would then need to fill out the claim form and mail it with the appropriate postage.

To submit a claim online, visit the Settlement Website www.jeffersondentalclasssettlement.com. You will be able to submit an Electronic Claim Form by entering the Notice ID and PIN Number from the Postcard Notice that you received. Add any additional required information and hit the submit button.

To be valid, a Claim Form must be completed fully and accurately and timely submitted. Please read the Claim Form carefully and provide all the information required. Only one claim is allowed per Settlement Class Member.

10. When will I receive my check?

Payments in the form of a check to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “The Decision Whether to Approve the Settlement” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the Settlement?

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

Lee v JDC Healthcare
c/o Settlement Administrator
P.O. Box 23309
Jacksonville, FL 32241

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be “excluded from the Settlement Class.” If you do not exclude yourself or “opt-out,” you are a member of the Settlement Class and you will have your claims against Defendant released regardless of whether you make a claim and receive a payment.

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

Your exclusion request must be postmarked no later than **December 9, 2024**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt-out of the Settlement Class only for yourself.

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

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

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

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Defendant about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments issued by the Court will bind you.

The Settlement Agreement is available at www.jeffersondentalclasssettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 at no charge to you, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class:

Roger L. Mandel
Jeeves Mandel Law Group, PC
2833 Crockett Street
Suite 135
Fort Worth, TX 76107

Michael Eisenband, Esq.
Eisenband Law, P.A.
515 E. Las Olas Blvd. Suite 120
Fort Lauderdale, Florida 33301

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, Florida 33301

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

16. How will the lawyers be paid?

Class Counsel intends to request up to 33.33% of the Settlement Fund (\$333,020) for attorneys' fees plus reasonable, actual out-of-pocket expenses incurred in the litigation up to \$15,000. The fees and expenses awarded by the Court will be paid by Defendant out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request the Court to order a Service Award of up to \$5,000.00 for Plaintiff for her service as Class Representative on behalf of the Settlement Class. Any Service Award will be paid by Defendant out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement, including the requested Attorneys' Fees and Cost Award and the Service Award. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name and case number—*Lee v. JDC Healthcare Management, LLC* – Case Number: 3:23-cv-01134-C;
- 2) Your full name, address, and current telephone number, the cell phone number at which you received text messages from Defendant, and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) An explanation of the basis on which you claim to be a Settlement Class Member;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you request the Court to set a Final Approval Hearing at which you can present your objection, either with or without counsel, and if with counsel, the name, bar number, address, and telephone number of your counsel who will attend;
- 6) The number of times in which you or your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you or your counsel or the firm has made such objection, and a copy of any orders related to or ruling upon your or counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who you would call to testify at a Final Approval Hearing (if set by the Court) in support of the objection;
- 8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you and/or your counsel and/or any other person or entity; and
- 9) Your signature (an attorney's signature by itself is not sufficient).

QUESTIONS? CALL 1-800-543-4459 OR VISIT www.jeffersondentalclasssettlement.com

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or by any other manner by which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **December 9, 2024**.

Settlement Administrator	Class Counsel	Defendants' Counsel
Lee v JDC Healthcare c/o Settlement Administrator P.O. Box 23309 Jacksonville, FL 32241	Manuel Hiraldo, Esq. Hiraldo, PA 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301	Stephen Bumgarner, Esq. Maynard Nexsen PC 1901 Sixth Avenue North Suite 1700 Birmingham, AL 35203

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

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

THE DECISION WHETHER TO APPROVE THE SETTLEMENT

19. When and where will the Court decide whether to approve the Settlement?

The Court will ultimately decide whether to certify the Settlement Class and approve the Settlement, as fair, adequate and reasonable, with or without a Final Approval Hearing. The Court will also consider and decide whether to approve the requests by Class Counsel for an Attorneys' Fees and Costs Award and for a Service Award for Plaintiff. The Court has reserved the right to hold a Final Approval Hearing in connection with determining whether to certify the Settlement Class, approve the Settlement, and rule on the Attorneys' Fees and Costs Award and the Service Award requests. If the Court decides to hold a Final Approval Hearing, it will be posted on the Settlement Website, so it is a good idea to regularly check www.jeffersondentalclasssettlement.com for updates. If there are objections, the Court will consider them in making its decision. It is unknown how long these decisions will take.

20. Do I have to attend a hearing?

No. If the Court sets a Final Approval Hearing, Class Counsel will answer any questions the Court may have. But you are welcome to attend any Final Approval Hearing set by the Court at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend any Final Approval Hearing set by the Court, but it is not necessary.

21. May I speak at a hearing?

You may ask the Court for permission to speak at any Final Approval Hearing set by the Court if you file an objection. To do so, your timely filed objection must include a statement that you request the Court to set a Final Approval Hearing at which you can present your objection and provide a list of all persons who you would call to testify at a Final Approval Hearing in support of the objection (*see* Question 17 above).

You cannot speak at a hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, meaning you do not file a timely Claim or exclusion request or objection, you will remain a member of the Settlement Class, you will not receive benefits from the Settlement, you will be barred from suing or continuing to sue Defendant for any of the Released Claims, and you will be bound by the Final Approval Order entered by the Court.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details about the Settlement on the Settlement Website and in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.jeffersondentalclasssettlement.com. You also may ask questions to the Settlement Administrator by calling the toll-free number, 1-800-543-4459.