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HON. JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ALEXANDRA CARR, an individual, on her own behalf, on behalf of THE KAISER ALUMINUM FABRICATED PRODUCTS LLC MEDICAL CHOICE PLUS HOURLY ACTIVE UNION PLAN, and on behalf of similarly situated individuals,

Plaintiff,

v.

UNITED HEALTHCARE SERVICES, INC., a Delaware corporation.

Defendant.

NO. 2:15-cv-1105 JLR

~~PROPOSED~~ ORDER:

- (1) ~~FINALLY~~ APPROVING SETTLEMENT AGREEMENT;
- (2) APPROVING DISBURSEMENTS PURSUANT TO SETTLEMENT AGREEMENT;
- (3) APPROVING PAYMENT OF COST OF CLAIMS ADMINISTRATION AND CLASS NOTICE, LITIGATION COSTS, CASE CONTRIBUTION AWARD AND ATTORNEYS' FEES; AND
- (4) ORDERING FINAL REPORT.

NOTED FOR HEARING:

June 2, 2017 at 9:00 a.m.

I. BACKGROUND

On February 10, 2017, the Court preliminarily approved a proposed Settlement Agreement between plaintiff on behalf of the class and defendant United Healthcare Services, Inc. Dkt. No. 77. In conjunction with that Order, the Court directed that the Claims Processor mail the Class Notice (Dkt. No. 73-2) to the Class Notice Recipients and provide the Court with confirmation of compliance by March 22, 2017. See Dkt. No. 78

ORDER FINALLY APPROVING SETTLEMENT AGREEMENT, ATTORNEYS' FEES, LITIGATION COSTS AND INCENTIVE AWARD - 1

[Case No. 2:15-cv-01105-JLR]

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
701 FIFTH AVENUE, SUITE 2560
SEATTLE, WASHINGTON 98104
TEL. (206) 223-0303 FAX (206) 223-0246

1 (confirming mailing of Class Notice). Class counsel also established a settlement webpage
2 consistent with the Preliminary Approval Order, containing the Class Notice, the Claim
3 Form Materials and key filings in the litigation, including the Motion for Attorneys' Fees,
4 Litigation Costs and Incentive Awards. See <http://www.symslaw.com/uhcsettlement/>
5 (last visited 4/24/17).

6 The Preliminary Approval Order also provided that class members who wished
7 to comment on or object to the proposed Agreement to do so by April 21, 2017. Class
8 members were informed of their rights and of this deadline in the notices that were
9 mailed to them and on class counsel's website.

10 The Order further scheduled a final settlement hearing, which was held on June 2,
11 2017 at 9:00 a.m., to consider any objections and comments submitted by class members
12 and to determine whether the proposed Agreement is fair, reasonable, adequate and
13 should be approved by the Court.

14 II. FINDINGS

15 1. The parties have reached a Settlement Agreement that confirms plan
16 amendment to prospectively cover medically necessary mental health services without
17 special treatment limitations imposed only on mental health services. The Agreement
18 also established a process for re-processing of mental health claims denied or limited
19 due to the application of the Challenged Mental Health Treatment limitations, the exact
20 terms of which are set out in the Agreement.

21 2. The Agreement also establishes a settlement fund to pay all reprocessed
22 claims. Under the terms of the Agreement, this fund will be used to pay for re-processed
23 claims only.

1 and experience of counsel; future expense and likely duration of litigation;
2 recommendation of neutral parties, if any; number of objectors and nature of objections;
3 and the presence of good faith and absence of collusion. *Officers for Justice*, 688 F.2d at
4 625.

5 10. Based upon these factors, the Court finds that the Agreement is fair,
6 reasonable, and in the best interests of the class. The requirement of CR 23 and due
7 process have been satisfied.

8 11. Specifically, the Court concludes that the Agreement was the result of
9 arm's-length bargaining. It was reached after sufficient discovery and motions practice.

10 Although the plaintiff believed that she had a strong likelihood of success, defendant
11 also believed that it would ultimately succeed, such that there was risk in proceeding
12 with the litigation. A settlement that confirms coverage of medically necessary mental
13 health services without special limitations and exclusions, and provides for full
14 reimbursement (except for a \$15 co-payment) for class members' past mental health
15 therapy services, achieves the goals of the litigation. There is no evidence of collusion
16 between the parties, and the agreement was reached in good faith.

17 12. The class was provided with adequate notice, and due process has been
18 satisfied in connection with the distribution of the notice. As noted above, there were
19 no objections or comments to the proposed Agreement.

20 IV. FUNDING OF QUALIFIED SETTLEMENT FUND

21 13. Upon the occurrence of the conditions set forth in section 2 of the
22 Settlement Agreement, and after adequate funding of the Qualified Settlement Fund by
23 defendant, the Court authorizes the Claims Processor to disburse all Reprocessed Claim
24 Amounts to settlement class members from the Qualified Settlement Fund.

1 **V. CLASS NOTICE, CLAIMS ADMINISTRATION, LITIGATION COSTS,**
2 **INCENTIVE AWARDS AND ATTORNEYS' FEES**

3 14. The Settlement Agreement provides, upon the occurrence of the conditions
4 set forth in Section 2 of the Agreement, that class counsel shall make the following
5 payments out of \$110,000 to be paid by defendant UHC to class counsel: (1) payment
6 for Class Notice and Claims Administration; (2) payment of all litigation costs;
7 (3) payment of up to \$5,000 for a case contribution award to plaintiff Carr, if approved
8 by the Court, and (4) the remainder to be paid to class counsel, Sirianni Youtz
9 Spoonemore Hamburger and Breskin, Johnson & Townsend, as payment for lodestar
10 attorneys' fees. That request is reasonable and is granted. The Court awards \$110,000
11 to be paid by UHC to class counsel within 30 days of the Effective Date of the Settlement
12 Agreement. Class counsel shall then distribute the payments identified above.

13 15. No objections were received to the request for a payment of up to \$110,000
14 in attorneys fees.

15 **VI. CASE CONTRIBUTION AWARDS**

16 16. Upon the occurrence of the conditions set forth in Section 2 of the
17 Settlement Agreement, plaintiff Carr is awarded a case contribution award in the sum of
18 \$5,000 as described in the Settlement Agreement. The Court authorizes the
19 disbursement of these funds from the \$110,000 payment to class counsel.

20 17. No objections were received to the request for case contribution awards.

21 **VII. CLASS COUNSEL'S FINAL REPORT**

22 18. Class counsel shall submit a final report to the Court regarding claims
23 processing and disbursement of funds by no later than 30 days after the Claims Processor
24 processes all valid claims. The Report shall detail the payment of court-awarded
25 attorneys' fees, costs, expenses, case contribution award, costs of notice/administration,
26 payment of class member claims, and taxes, if any.

VIII. ORDER

It is hereby ORDERED that:

1. The Settlement Agreement is approved as fair, reasonable and adequate under CR 23, and its terms shall bind class members, since no class member opted-out.

2. Class counsel is awarded \$110,000 out of which it must pay for the costs of Class Notice and claims processing, litigation costs, the Court-approved case contribution award and, with the remainder, attorneys fees.

3. The Claims Processor is also authorized to distribute payments to class members and the named plaintiff in accordance with the Agreement and this Order.

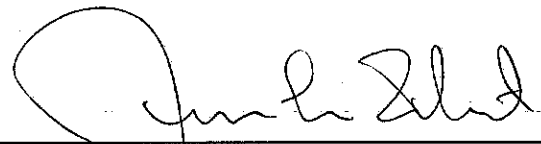
These amounts are authorized to be paid from the Settlement Trust Fund.

4. Case contribution award of \$5,000 to plaintiff Alexandra Carr, as set forth in the Agreement, is approved. Class counsel is authorized to distribute that sum from the \$110,000 payment to Class counsel, as described above and in the Settlement Agreement.

5. Class counsel is ordered to submit a Final Report in accordance with the Agreement and this Order, detailing all payments made by class counsel from the \$110,000 payment and from the Qualified Settlement Fund.

6. The Court shall retain jurisdiction over this matter until the Qualified Settlement Fund is closed.

It is so ORDERED this 2ND day of June, 2017.



JAMES L. ROBERT
United States District Judge

1 Presented by:

2 SIRIANNI YOUTZ
3 SPOONEMORE HAMBURGER

4 /s/ Eleanor Hamburger

Eleanor Hamburger (WSBA #26478)

5 Richard E. Spoonemore (WSBA #21833)

701 Fifth Avenue, Suite 2560

6 Seattle, WA 98104

Phone: (206) 223-0303

7 Fax: (206) 223-0246

rspoonemore@sylaw.com

8 ehamburger@sylaw.com

9 BRESKIN JOHNSON & TOWNSEND PLLC

10 /s/ Daniel F. Johnson

11 /s/ Cynthia J. Heidelberg

Daniel F. Johnson (WSBA #27848)

12 Cynthia J. Heidelberg (WSBA #44121)

1000 Second Avenue, Suite 3670

13 Seattle, WA 98104

Phone: (206) 652-8660

14 Fax: (206) 652-8290

15 djohnson@bjtlegal.com

cheidelberg@bjtlegal.com

16 Class Counsel

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ORDER FINALLY APPROVING SETTLEMENT
AGREEMENT, ATTORNEYS' FEES, LITIGATION
COSTS AND INCENTIVE AWARD - 7
[Case No. 2:15-cv-01105-JLR]

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
701 FIFTH AVENUE, SUITE 2560
SEATTLE, WASHINGTON 98104
TEL. (206) 223-0303 FAX (206) 223-0246

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2017, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

- **Barbara J Duffy**
duffy@lanepowell.com, Docketing-SEA@LanePowell.com,
seelhoffc@lanepowell.com, wileyj@lanepowell.com
- **Eleanor Hamburger**
ehamburger@syllaw.com, matt@syllaw.com, theresa@syllaw.com
- **Daniel Foster Johnson**
djohnson@bjtlegal.com, shill@bjtlegal.com, admin@bjtlegal.com
- **Ruth L Johnson**
johnsonr@lanepowell.com, Docketing-SEA@LanePowell.com,
seelhoffc@lanepowell.com, fairchildk@lanepowell.com
- **Ryan P McBride**
mcbrider@lanepowell.com, savariak@lanepowell.com, docketing-
sea@lanepowell.com
- **Richard E Spoonemore**
rspoonemore@syllaw.com, matt@syllaw.com, rspoonemore@hotmail.com,
theresa@syllaw.com

DATED: April 28, 2017, at Seattle, Washington.

s/ Eleanor Hamburger

Eleanor Hamburger (WSBA #26478)