**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF OREGON**
**EUGENE DIVISION**

| | |
|---|---|
| **MELISSA KRUZEL**, *on behalf of herself and others similarly situated*,<br><br>*Plaintiff*,<br>v.<br><br>**MOLINA HEALTHCARE, INC. and MOLINA HEALTHCARE OF CALIFORNIA**,<br><br>*Defendant*. | Case No.: 6:23-cv-01183-AA |

**ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT**

On August 14, 2023, Melissa Kruzel ("Plaintiff") filed a class action complaint against Molina Healthcare, Inc. ("MHI"), through which Plaintiff alleges violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 ("Lawsuit"). ECF No. 1.

On February 13, 2024, Plaintiff filed an amended class action complaint, through which Plaintiff added Molina Healthcare of California ("MHC") (MHI and MHC are together referred to herein as "Defendants") as a party-defendant to the Lawsuit. ECF No. 31.

On May 29, 2025, Plaintiff filed a second amended class action complaint against Defendants, through which, among other things, Plaintiff added jurisdictional allegations and modified the proposed class definitions. ECF No. 84.

On or around February 17, 2026, after extensive arm's-length negotiations, Plaintiff and Defendants (the "Parties") entered into a written class action settlement agreement (the "Agreement"), ECF No. 106 at 13-34, which is subject to review under Fed. R. Civ. P. 23.

On February 17, 2026, the Parties filed the Agreement, along with Plaintiff's unopposed motion for preliminary approval of class action settlement (the "Preliminary Approval Motion").

ECF No. 106.

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, the settlement administrator served written notice of the proposed class settlement as directed. Defendant has complied in all respects with its obligations under 28 U.S.C. § 1715.

On April 21, 2026, upon consideration of Plaintiff's Preliminary Approval Motion and the record, this Court entered an order preliminarily approving of the class action settlement ("Order Preliminarily Approving the Settlement"). Pursuant to the Order Preliminarily Approving the Settlement, this Court, among other things, (i) preliminarily approved the proposed settlement and (ii) set the date and time of the final fairness hearing. ECF No. 110.

On June 4, 2026, Plaintiff filed her motion for attorneys' fees, costs, expenses, and an incentive award. ECF No. 111.

On July 16, 2026, Plaintiff filed her motion for final approval of class action settlement (the "Final Approval Motion"). ECF No. 114.

On August 17, 2026, a final fairness hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the claims asserted in the Lawsuit satisfy, for settlement purposes only, the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members and should be approved by this Court.

The Parties now request final certification, for settlement purposes only, of the settlement class under Fed. R. Civ. P. 23(b)(3) and final approval of the proposed class action settlement.

This Court has read and considered the Agreement, Final Approval Motion, and the record of these proceedings.

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties.

Pursuant to Fed. R. Civ. P. 23(b)(3), and for the reasons this Court included in the Order Preliminarily Approving the Settlement, the Lawsuit is finally certified, for settlement purposes only, as a class action on behalf of the following settlement class members:

> All persons throughout the United States (1) to whom Molina Healthcare, Inc. or Molina Healthcare of California placed, or Icario, Inc. placed on behalf of Molina Healthcare, Inc. or Molina Healthcare of California, a call, (2) directed to a number assigned to a cellular telephone, but not assigned to a person who has or had an account or plan with Molina Healthcare, Inc. or Molina Healthcare of California, (3) which Molina Healthcare, Inc., Molina Healthcare of California or Icario, Inc. dispositioned as Wrong Number in its records and is one of the numbers that appears in either MOLINA_006055 or ICARIO000017 (4) in connection with which Molina Healthcare, Inc., or Molina Healthcare of California or Icario, Inc. used an artificial or prerecorded voice, (5) from May 30, 2021 through April 26, 2026.

Pursuant to Fed. R. Civ. P. 23, for settlement purposes only, this Court finally certifies Plaintiff as the class representative, and James L. Davidson of Greenwald Davidson Radbil PLLC and Max S. Morgan or The Weitz Firm, LLC as class counsel.

Pursuant to this Court's Order Preliminarily Approving the Settlement, the approved class action notices were mailed. The form and method for notifying the settlement class members of the settlement and its terms and conditions was in conformity with this Court's Order Preliminarily Approving the Settlement and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. This Court finds that the notice was clearly designed to advise settlement class members of their rights.

This Court again finds, for the reasons this Court included in the Order Preliminarily Approving the Settlement, that, for settlement purposes only, the settlement class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely, in the settlement context:

A. The settlement class members are so numerous that joinder of all of them in the Lawsuit is impracticable;

B. There are questions of law and fact common to the settlement class members, which predominate over any individual questions;

C. Plaintiff's claims are typical of the claims of the settlement class members;

D. Plaintiff and her counsel have fairly and adequately represented and protected the interests of all settlement class members;

E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy; and

F. A class action is superior to other available methods for a fair and efficient adjudication of this controversy.

This Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members, when considering, in their totality, the following factors:

**A. The strengths and weaknesses of Plaintiff's claims, together with the risk, expense, complexity, and likely duration of further litigation, as well as the risk of maintaining class action status through trial, favor final approval.**

"In the context of a class action, the extraordinary amount of judicial and private resources consumed by massive class action litigation elevates the general policy of encouraging settlements to an overriding public interest." *Wood v. Ionatron, Inc.*, No. CV 06-354-TUC-CKJ, 2009 WL 10673479, at *2 (D. Ariz. Sept. 28, 2009); *see also In Re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 530 (E.D. Mich. 2003) (noting "a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable[,] and settlement conserves judicial resources”).

Here, absent settlement, the Parties would have had to continue with discovery, including multiple depositions; brief both class certification and merit-related issues; and try any issues not resolved on summary judgment. Appeals would almost certainly have followed. Thus, given the considerable work already performed in this matter, and the work left to perform, settlement here is warranted. *See, e.g.*, *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349 (S.D. Fla. 1982), *aff'd*, 737 F.2d 982 (11th Cir. 1984) (plaintiffs faced a “myriad of factual and legal problems” that led to “great uncertainty as to the fact and amount of damage,” which made it “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”).

**B. The immediate, meaningful monetary relief afforded by the settlement favors final approval.**

The settlement here provides immediate relief to settlement class members, and avoids the certainty of additional, expensive, and protracted litigation. *See Jenkins v. Trustmark Nat'l Bank*, 300 F.R.D. 291, 303 (S.D. Miss. 2014) (“Although this Action was actively litigated for over two years, recovery by any means other than settlement would require additional years of litigation.”); *accord Henderson v. Eaton*, No. CIV.A. 01-0138, 2002 WL 31415728, at *3 (E.D. La. Oct. 25, 2002) (following discovery “several fundamental issues in the case remained in dispute: . . . . Resolving these questions through a trial and, ostensibly, an appeal, would likely be burdensome and costly.”).

Moreover, the settlement—which breaks down to a value of approximately $102 per potential settlement class member—compares very favorably with analogous settlements under the TCPA, all of which various district courts approved. *Brown v. DirecTV, LLC*, No. 2:13-cv-01170-DMG-E, ECF No. 538 (C.D. Cal. Mar. 3, 2023) ($76.58 per potential class member);

*Bonoan v. Adobe, Inc.*, No. 3:19-cv-01068-RS, 2020 WL 6018934 (N.D. Cal. Oct. 9, 2020) ($83 per potential class member); *Knapper v. Cox Communications, Inc*., No. 2:17-cv-00913-SPL, ECF No. 115 at 2, 5 (D. Ariz. July 18, 2019) ($76.78 per potential class member). Indeed, participating settlement class members who submitted an approved claim will receive approximately 1,965.00 each. This exceeds comparable figures in many other approved TCPA class settlements. *See, e.g.*, *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) ($52.50 per claimant); *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 947 (D. Minn. 2016) ($33.20 per claimant); *Wright v. Nationstar Mortg. LLC*, No. 14-10457, 2016 WL 4505169, at *8 (N.D. Ill. Aug. 29, 2016) (approximately $45 per claimant); *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (finding that $34.60 per person falls "within the range of recoveries" in a TCPA class action); *Rose v. Bank of Am. Corp.*, Nos. 11-2390, 12-4009, 2014 WL 4273358, at *10 (N.D. Cal. Aug. 29, 2014) (claimants received between $20 and $40 each); *Steinfeld v. Discover Fin. Servs.*, No. 12-1118, 2014 WL 1309352, at *7 (N.D. Cal. Mar. 31, 2014) (approving a settlement that ultimately distributed less than $50 per claimant, *see* ECF No. 101).

Additionally significant, the court in *Markos v. Wells Fargo Bank, N.A.* characterized a $24 per-claimant recovery in a TCPA class action as "an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter." No. 15-1156, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017).

What's more, the settlement provides settlement class members with real monetary relief, despite the purely statutory alleged damages at issue—damages that courts have deemed too small to incentivize individual actions. *See, e.g.*, *Palm Beach Golf Center-Boca, Inc. v. Sarris*, 311 F.R.D. 688, 699 (S.D. Fla. 2015) (noting that the small potential recovery in individual TCPA actions reduced the likelihood that class members will bring suit); *St. Louis Heart Cntr., Inc. v. Vein Cntrs. for Excellence, Inc.*, No. 12-174, 2013 WL 6498245, at *11 (E.D. Mo. Dec. 11, 2013) (explaining that, because the statutory damages available to each individual class member are small, it is unlikely that the class members have interest in individually controlling the prosecution of separate actions). Therefore, because of the settlement, settlement class members will receive money they otherwise would have likely never pursued on their own.

In the end, the settlement constitutes an objectively favorable result for settlement class members, and outweighs the mere possibility of future relief after protracted and expensive litigation.

**C. The posture of this case, and the experience and views of class counsel, favor final approval.**

"A key inquiry is whether the parties had enough information to make an informed decision about the strength of their cases and the wisdom of settlement." *Rinky Dink Inc v. Elec. Merch. Sys. Inc.*, No. C13-1347 JCC, 2015 WL 11234156, at *5 (W.D. Wash. Dec. 11, 2015). At the same time, "[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations." *Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

Here, the Parties engaged in significant discovery, focused both on Plaintiff's individual claims and on those of absent settlement class members. The settlement was, therefore, consummated when the Parties were well-informed regarding the strengths and weaknesses of their respective positions. *See Mashburn v. Nat'l Healthcare, Inc.*, 684 F. Supp. 660, 669 (M.D. Ala. 1988) ("That is, Class Counsel developed ample information and performed extensive analyses from which to determine the probability of their success on the merits, the possible range of recovery, and the likely expense and duration of the litigation.").

In addition, Plaintiff's counsel—who have substantial experience in litigating TCPA class actions—firmly believe that the settlement is fair, reasonable, and adequate, and in the best interests of the settlement class. And "[g]reat weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation[,] because parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation." *Nat'l Rural Telecomms. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

Additionally, the Parties' arm's-length settlement negotiations through experienced counsel, with the assistance of a well-respected mediator over the course of two mediations, demonstrate the fairness of the settlement, and that the settlement is not a product of collusion. *See Bykov v. DC Transportation Servs., Inc.*, No. 2:18-CV-1691 DB, 2019 WL 1430984, at *5 (E.D. Cal. Mar. 29, 2019) ("participation in mediation tends to support the conclusion that the settlement process was not collusive").

**D. The reaction of absent class members, and the absence of a governmental participant, favor final approval.**

That no settlement class members excluded themselves from the settlement, that no settlement class members objected to the settlement, and that no government official objected to the settlement, strongly supports final approval of the settlement. *See In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) ("[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members."); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (holding that approval of a settlement that received 45 objections (0.05%) and 500 opt-outs (0.56%) out of 90,000 class members was proper). The Court has also considered the following factors in finding that the settlement of this action, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the settlement class members:

(A) the class representative and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is 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 attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Agreement, which is deemed incorporated into this Order, is finally approved and must be consummated in accordance with its terms and provisions, except as amended by any order issued by this Court. The material terms of the Agreement include, but are not limited to, the following:

A. Settlement Fund - Defendants established a $1,927,500 non-reversionary fund (the "Settlement Fund").

B. Deductions - The following are to be deducted from the Settlement Fund before any other distributions are made:

a. The costs for the administration of the settlement and class notice;

b. Class Counsel's attorneys' fees, in the amount of $642,500, and the reimbursement of Class Counsel's litigation costs and expenses in the amount of $23,252; and

c. The incentive payment to Plaintiff, who will receive $12,500 from the Settlement Fund as acknowledgment of her role in prosecuting claims on behalf of the settlement class members.

C. Settlement Payments to Class Members - Each settlement class member who has submitted a valid and timely claim form will receive compensation as set forth in the Agreement. Each settlement check will be void one-hundred twenty days after issuance.

The settlement class members were given an opportunity to object to the settlement. No settlement class members objected to the settlement or the requests for attorneys' fees, costs, expenses, or an incentive award. No settlement class members made a valid and timely request for exclusion.

This Order is binding on all settlement class members.

Plaintiff, settlement class members, and their successors and assigns are permanently barred from pursuing, either individually or as a class, or in any other capacity, any of the released claims against the released parties, as set forth in the Agreement. Pursuant to the release contained in the Agreement, the released claims are compromised, settled, released, and discharged, by virtue of these proceedings and this Order.

This final order and judgment bars and permanently enjoins Plaintiff and all members of the settlement class from (a) filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit, arbitration, or individual or class action proceeding in any jurisdiction (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), asserting the released claims, and

(b) attempting to effect opt-outs of a class of individuals in any lawsuit or arbitration proceeding based on the released claims, except that settlement class members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

The Lawsuit is hereby dismissed with prejudice in all respects.

This Order, the Agreement, and any and all negotiations, statements, documents, and proceedings in connection with this settlement are not, and will not be construed as, an admission by Defendants of any liability or wrongdoing in this or in any other proceeding. This Order is not a finding of validity or invalidity of any of the claims asserted or defenses raised in the Lawsuit. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating in any way be used, offered, admitted, or referred to in the Lawsuit, in any other lawsuit, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Agreement.

By entering this Order, the Court does not make any determination as to the merits of this Lawsuit.

This Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order, including the award of attorneys' fees, costs, disbursements, and expenses to class counsel, and the incentive award to Plaintiff.

For the reasons set forth in Plaintiff's unopposed motion for attorneys' fees, costs, expenses, and an incentive award, ECF No. 111, class counsel's request for an award of attorneys' fees of $642,500 from the settlement fund, is approved.

Class counsel's request for reimbursement of reasonable litigation costs and expenses in the total amount of $23,252 is approved. *See id*.

Plaintiff's request for an incentive award of $12,500 is approved. *See id*.

IT IS SO ORDERED.

Dated: August 17, 2026

/s/Ann Aiken
UNITED STATES DISTRICT COURT JUDGE