

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

TODD TAYLOR,	)	
	)	
Plaintiff,	)	
	)	NO. 3:23-cv-00541
v.	)	
	)	JUDGE CAMPBELL
ANTHEM INSURANCE COMPANIES,	)	MAGISTRATE JUDGE
INC., ET AL.,	)	FRENSLEY
	)	
Defendants.	)	

**ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND FOR APPOINTMENT OF SETTLEMENT CLASS
REPRESENTATIVES, SETTLEMENT CLASS COUNSEL AND SETTLEMENT
ADMINISTRATOR**

Plaintiffs Todd Taylor and Thomas Lahowetz (collectively, “Plaintiffs”), individually and on behalf of others allegedly similarly situated, have moved for preliminary approval of a proposed class action settlement.(Doc. No. 79). The Plaintiffs state that the motion for preliminary approval is unopposed. The parties propose the following schedule:

Event	Cite in Settlement Agreement	Date
“ Notice Date ” shall mean XX days after the Court enters the Preliminary Approval Order.	p. 5, para. 1.22	21 days
“ Objection Deadline ” shall mean XX days after Notice Date.	p. 5, para. 1.24	45 days
“ Opt-Out Deadline ” shall mean XX days after Notice Date.	p. 5, para. 1.26	45 days
Settlement Notice: Within XX days of the entry of the Preliminary Approval Order.	p. 9, para. 3.2	21 days
Settlement Website: Within XX days of the entry of the Preliminary Approval Order.	p. 10, para. 3.3	21 days
Settlement Information Line: Within XX days of the entry of the Preliminary Approval Order.	p. 10, para. 3.4	Needs to be live the day the notices are mailed

Settlement Amount: Within XX days of the entry of the Preliminary Approval Order.	p. 11, para. 4.1(a)	7 days
...the Settlement Administrator shall return any unused portion of the \$XX to Anthem within XX business days.	business days. p. 11, para. 4.1(a)	14 days
Settlement Amount...deposited via wire transfer into the Escrow Account within XX Business Days of entry of the Final Order and Judgment	p. 11, para. 4.1(b)	30 days
The Settlement Administrator shall disburse the Distributable Settlement Amount...no later than XX days after the Effective Date.	p. 13, 4.2(c)	60 days
Distribution to Settlement Class Members: Settlement Class Members must each or otherwise negotiate and present Settlement Payment checks within XX days of issuance.	p. 13, para. 4.2(e)	180 days
Settlement Class Members must each or otherwise negotiate and present such reissued checks within XX days of reissuance or those reissued checks will be void.	p. 13, para. 4.2(e)	60 days
Treatment of Uncashed Checks. If any Settlement Payment checks are issued and reissued...but remain uncashed XX days after reissuance, then the Settlement Administrator	p. 14, para. 4.3	60 days after reissuance (stale period); 81 days after check's
shall within XX days after the check's reissuance date remit the amount of such uncashed check(s) to Anthem by wire transfer....		reissuance (21 days after stale date)
Certification of Settlement Administrator. Within XX Business Days of completing all actions required by paragraphs 4.2 and 4.3	p. 14, para. 4.4	10 days
Providing, no later than XX Business Days after the Opt-Out and Objection Deadlines, a final report to Class Counsel and Anthem Counsel that summarizes the number of written Requests to Opt-Out, objections, and other pertinent information as requested by Class Counsel or Anthem Counsel....	p. 16, para. 5.1(l)	21 days

Any amount awarded by the Court in response to such Fee and Expense Application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount and paid to Class Counsel within XX Business Days of entry of the Final Approval Order and Judgment.	p. 20, para. 7.1	45 days
Service Award Application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount and paid to Class Counsel within XX Business Days of entry of the Final Approval Order and Judgment and then distributed to each Class Representative.	p. 20, para. 7.2	45 days
Claims Period. There will be a claims period that will run for XX days after the Notice Date.	p. 21, para. 8.1	120 days
Settlement Class Members need to submit a Claim Form, attached hereto as Exhibit A, within XX days of the Notice Date, to be eligible to receive a Settlement Payment.	p. 21, para. 8.2(b)	120 days
Termination Events. This Agreement and the Settlement shall terminate and be cancelled if, within XX Business Days after any of the following events, one of the Parties provides written notification of an election to terminate the Settlement.	p. 23, para. 9.2	20 days
Anthem must notify Class Counsel and the Court of its election to terminate not later than XX days after the Opt-Out Deadline.	p. 24, para. 9.3	30 days
Within XX days after receiving the notice described in subparagraph (a), the receiving Party shall respond in writing with its position and the facts and arguments it relies on in support of its position....	p. 28, 10.11(b)	30 days

For a period of not more than XX days following mailing of the response described in subparagraph (b), the Parties shall undertake good-faith negotiations, which may include meeting in person or conferring by telephone, to attempt to resolve the dispute....	p. 28, 10.11(c)	7 days
Within XX days after the conclusion of the Mediator's attempt to resolve the dispute (the date of the conclusion of the mediation shall be determined by agreement of the parties or by the Mediator); if the dispute persists, either Party may request that the Court resolve the dispute....	p. 28, 10.11(e)	30 days

After review of the Parties' Settlement Agreement, together with the exhibits thereto, as well as Plaintiffs' Motion for Preliminary Approval, the Court finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the class action settlement ("Class Action Settlement") memorialized in the settlement agreement between the parties (the "Settlement Agreement") is fair, reasonable, and adequate and resolves a bona fide dispute between, on the one hand, the Plaintiffs and settlement class members, and on the other hand, Defendants. The Class Action Settlement is the result of arm's-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case.

2. The Court has considered the pleadings and arguments made by the Plaintiffs in support of the motion for preliminary approval and finds that provisional certification of the proposed Rule 23 class is proper and that it should be provisionally certified for settlement purposes. The Court further finds that the Class Action Settlement was entered into at arm's length by highly experienced counsel providing excellent representation. Solely for the purposes of the

proposed Class Action Settlement, the following Rule 23 class is hereby provisionally certified for purposes of settlement only pursuant to Rule 23 of the Federal Rules of Civil Procedure: The persons identified by Anthem in discovery in this Action who sought coverage from Anthem for PBRT for prostate cancer but whose treatments were not covered by insurance (by Anthem or otherwise). Excluded from the Settlement Class are (i) any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff; (ii) Anthem Counsel, their employees, and their immediate family, (iii) Class Counsel, their employees, and their immediate family, and (iv) any person who validly opts-out of the Settlement Class. The class is collectively referred to herein as the “Settlement Class.”

3. Solely for the purposes of settlement, the Court finds that: (1) the Rule 23 class is so numerous that joinder is impracticable; (2) questions of law and fact are common to the Rule 23 class; (3) the claims of the Class Representatives are typical of the claims of the Rule 23 class; and (4) the Class Representatives will fairly and adequately protect the interests of the Rule 23 class members. Further, for purposes of settlement only, the Court finds that the proposed Rule 23 class meets the predominance and superiority requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure. Certification of the Rule 23 class for settlement purposes is the best means of protecting the interests of all of the members of the Rule 23 class.

4. The Court also finds that the Class Action Settlement provides adequate relief to Settlement Class Members, considering the costs, risks, and delay associated with trial and appeal, as well as the effectiveness of the proposed distribution of Class Action Settlement Payments to Claimants.

5. Solely for the purposes of the proposed Class Action Settlement, the Court preliminarily approves Jordan Lewis, P.A.; Herzfeld, Suetholz, Gastel, Leniski & Wall, PLLC;

Morgan & Morgan; and Strauss Troy Co., LPA as Class Counsel on behalf of the Settlement Class Members.

6. The Court appoints Verita Global, LLC as the Settlement Claims Administrator.

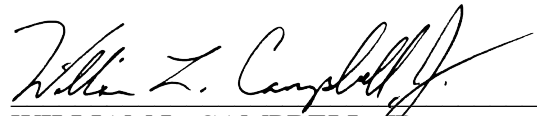
7. The Court approves, as to form and content, the proposed Notice, attached to the Settlement Agreement as Exhibits C and D. The Court finds that the procedures for notifying the Settlement Class Members about the Class Action Settlement as described in the Settlement Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process, and directs distribution of the Notice to Settlement Class Members as set forth in the Settlement Agreement.

8. The Court adopts the proposed settlement calendar as set forth above.

9. A hearing, for purposes of determining whether the class action settlement should be finally approved for purposes of Rule 23 shall be held before this Court on Wednesday, August 19, 2026 at 2:00 p.m., in Courtroom 6B, U.S. District Court for the Middle District of Tennessee, The Honorable William L. Campbell, Jr., Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Nashville, TN, 37203. At the hearing, the Court will hear arguments concerning whether the proposed settlement of the class action on the terms and conditions provided for in the settlement agreement is fair, reasonable, and adequate and should be approved by the Court.

The Plaintiffs' consent motion for third extension to file motion for preliminary approval (Doc. No. 78) is **DENIED** as moot.

It is so **ORDERED**.

A handwritten signature in black ink, reading "William L. Campbell, Jr.", written over a horizontal line.

WILLIAM L. CAMPBELL, JR.
CHIEF UNITED STATES DISTRICT JUDGE