

If you had a pre-authorization request or post-service claim for lipedema surgery denied by Aetna, you could receive benefits from a class action settlement.

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

- Aetna has changed its clinical policy bulletin regarding liposuction to treat lipedema (“Lipedema Surgery”).
- Effective September 1, 2020, Aetna revised its “cosmetic” coverage position with respect to suction lipectomy. Aetna’s coverage position now explains when liposuction is medically necessary to treat lipedema, and when Aetna will cover Lipedema Surgery.
- Persons who paid out-of-pocket for Lipedema Surgery after cosmetic, experimental or investigational denial between May 9, 2015, and September 1, 2020, are eligible for reimbursement under a settlement agreement with Aetna, for surgeries that took place prior to September 1, 2022.
- Persons who were denied Lipedema Surgery by Aetna during the same time period, but have not yet undergone the surgery, and are Aetna members, are hereby notified that they can submit new coverage requests for Lipedema Surgery. Aetna will review those requests in accordance with criteria in the new coverage policy bulletin.
- Court-appointed lawyers for the class of Aetna members will ask the Court for up to \$675,000.00 in attorney’s fees and \$46,162.84 in expenses to be paid separately by Aetna for investigating the facts, litigating the case, and negotiating the Settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will remain a Class Member and you will be able to seek reimbursement for out-of-pocket expenses incurred for Lipedema Surgery
EXCLUDE YOURSELF	If you choose to exclude yourself, you will lose the ability to seek coverage for Lipedema Surgery under the terms of the Settlement, but you can bring your own lawsuit.
OBJECT	Write to the Court about why you don’t like the Settlement.

GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
APPEAR THROUGH AN ATTORNEY	If you desire, you may enter an appearance in this case through an attorney at your own expense.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits under the Settlement will be provided if the Court approves the Settlement, if any appeals relating to the Settlement are resolved, and after claim forms and supporting documentation are provided. Please be patient.

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BASIC INFORMATION

1. Why did I get this Notice package?

You are or were covered under an ERISA-governed plan issued or administered by Aetna Life Insurance Company (“Aetna”), and previously had either a pre-service authorization request or post-service claim for Lipedema Surgery denied as cosmetic, experimental or investigational. The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the Settlement. This package explains the lawsuit, the Settlement, your legal rights, what benefits may be available to you, who is eligible for them, and how to get them.

The Court in charge of this lawsuit is the United States District Court for the Northern District of California, and the case is known as *Kazda v. Aetna Life Insurance Company*, Case No. 3:19-cv-02512-WHO (the “Litigation”).

2. What is this lawsuit about?

This lawsuit concerns Aetna’s alleged practice to deny coverage for Lipedema Surgery on the basis that it was cosmetic, experimental or investigational.

3. Why is this a class action?

In this class action lawsuit, Michala Kazda, called the “Class Representative”, brought a lawsuit on behalf of other people who allegedly have a similar claim. The people together are a “Class” or “Class Members.” Ms. Kazda and all the Class Members like them— are called the Plaintiffs. The company they sued (in this case, Aetna) is called the Defendant. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable William H. Orrick is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and Class Members may be entitled to relief. The Class Representative and the attorneys think the Settlement is best for everyone whose claims for Lipedema Surgery have been denied.

WHO IS IN THE SETTLEMENT?

To see if you will get relief from the Settlement, including potential monetary benefits, you first have to decide if you are a Class Member.

5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits the below description is a Class Member under this Settlement:

All persons covered under ERISA Health plans, self-funded or fully insured, that are administered by Aetna and whose pre-authorization or post-service claims for Lipedema Surgery were denied as cosmetic, experimental or investigational between May 9, 2015, and September 1, 2020, and who are mailed this Notice.

6. I'm still not sure if I'm included

If you are still not sure whether you are included, you can ask for free help. You can call 800-873-2890 and ask the Settlement Administrator for further information to help you determine whether you are a Class Member.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

Effective September 1, 2020, Aetna revised its coverage policy bulletin 0211 on suction lipectomy, which previously provided it was cosmetic. Aetna's revised coverage policy bulletin 0211 now expressly provides that Lipedema Surgery is medically necessary in persons with pain and disability from lipedema who have failed to respond to three or more months of conservative management (compression or manual therapy) and who meet certain specified diagnostic criteria for lipedema.

Class Members who paid out-of-pocket for Lipedema Surgery, for surgeries that took place after and as a result of the member's request for Lipedema Surgery that Aetna denied on or before September 1, 2020 (and while the member had coverage under an Aetna Plan), and which surgery occurred on or before September 1, 2022, may seek reimbursement under this Settlement, to the extent that the Class Member's out-of-pocket payments have not been paid or reimbursed by other health plans, insurers, Medicare, or other reimbursement sources for which the Class Members owe no reimbursement obligation. If a Class Member's Lipedema Surgery was covered by another health plan, insurer, or Medicare, the Class Member's co-pay or coinsurance obligation under that separate coverage will not qualify as a reimbursable out-of-pocket expense.

Class Member reimbursement claims are subject to an aggregate cap of \$650,000.00 ("Aggregate Cap"). If, at the completion of the claim process the total funds payable on Reimbursement Claims is greater than the Aggregate Cap, each Class Member's payment will be reduced by an equal percentage sufficient to reduce the sum of Reimbursement Claims payments to the Aggregate Cap.

Class Members who are current Aetna members and have yet to undergo the surgery, may request the surgery under the terms of their current Aetna Plan and the new Clinical Policy Bulletin.

Class Members who have not yet had the surgery and are no longer covered under a plan issued or administered by Aetna cannot make a request for the surgery, but they release no claims.

8. How do I seek reimbursement for Lipedema Surgery that I paid for?

If the Court approves this Settlement, you will be mailed a claim form that informs you about the Final Approval and the deadline to seek reimbursement.

If you paid out-of-pocket for Lipedema Surgery, you can then make a claim for reimbursement by (1) submitting the claim form that will be mailed to you after the Court grants Final Approval of the Settlement; (2) submitting documentation sufficient to show that you had a Lipedema Surgery prior to September 1, 2022 (such as an operative report, other clinical records, or sufficiently detailed payment records); (3) proof of payment (checks, wire transfer receipts, invoices reflecting actual payment, or other reasonable proof substantiating payment) showing net out-of-pocket payments to medical providers for the surgery, and (4) a statement of the specific amount of unreimbursed out-of-pocket costs for which you seek reimbursement.

A Settlement Administrator (Administrator) will review and communicate a decision about whether a claim for reimbursement will be reimbursed within ninety (90) days of receiving such a claim.

If the Administrator denies a reimbursement for lack of sufficient documentation, the Administrator will advise you of the deficiency and give you sixty (60) days to provide additional sufficient documentation.

9. Can I appeal if my request for reimbursement is denied?

The Settlement includes a streamlined appeal process.

You will have sixty (60) days to request reconsideration of any unfavorable decision. You may seek reconsideration of the decision by notifying the Administrator by email, telephone or mail. Class Counsel and Aetna's Counsel will meet and confer within thirty (30) days of receiving the request and attempt to resolve it. If the issue remains unresolved, Class Counsel and Aetna's Counsel will, within thirty (30) days of the unsuccessful meet and confer, jointly present the matter to the Court for a final resolution. The Court's decision on the Class Member's request will be final. Neither the Class Member nor Aetna may appeal or contest the Court's resolution.

10. How can I get approval for a future Lipedema Surgery if I am a Current Aetna Member?

To receive approval for a future Lipedema Surgery, you must request authorization from or submit a claim to Aetna under the procedures outlined in your current Aetna Plan. Aetna will review the request or claim using the new coverage policy and in accordance with the terms of your current Aetna Plan. Aetna will review the request or claim using the new Clinical Policy Bulletin, a copy of which can be viewed on the website www.LipedemaSurgerySettlement.com, or requested from the Administrator at the address set forth in Question and Answer 12.

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

Unless you exclude yourself, you will be releasing Aetna from the following claims:

Any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual or representative capacity whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen that occurred prior to September 1, 2020 only, that:

(i) are based on the facts alleged in the Litigation specifically, by reason of or arising out of Aetna's denial of any request (whether pre-service or post-service) for Lipedema Surgery on the grounds that the procedure is cosmetic, experimental or investigational under ERISA-governed plans, either fully insured or self-insured;

(ii) would be barred by the principles of res judicata or collateral estoppel had the claims asserted in the Litigation, been fully litigated and resulted in a final judgment; or

(iii) seek attorneys' fees or costs related to the Litigation in addition to the Attorneys' Fees and Costs specified in the Class Notice.

Released Claims do not include: (i) any reimbursement claims or requests for coverage, as described below, that were initially denied by Aetna after September 1, 2020, (ii) any request for reimbursement for a Lipedema Surgery that took place after September 1, 2022, or (iii) any request for coverage by a former Aetna member, as described below, who has not yet had Lipedema Surgery.

If you want to know more about this release of claims, you should review the Settlement Agreement which can be viewed on the website www.LipedemaSurgerySettlement.com, or requested from the Administrator as set forth in Question and Answer 12.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to be included in this Settlement and you want to keep the right to sue or continue to sue Aetna on your own about the legal issues in this case, then you must take steps to get out of this case. This is called excluding yourself ("opting out") of the Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by first class mail clearly stating that you want to be excluded from *Kazda v. Aetna Life Insurance Company*, Case No. 3:19-cv-02512-WHO. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request, postmarked no later than April 27, 2026, to:

Kazda v. Aetna Life Insurance Policy
c/o Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

If you ask to be excluded, you cannot get any benefits under the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

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

No. Unless you exclude yourself, you give up any right to sue Aetna for a previous denial of a request for Lipedema Surgery. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is April 27, 2026. This lawsuit, however, does not resolve any disputes you may have with Aetna over any denial of Lipedema Surgery in the future.

14. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, you will not be able to seek coverage or reimbursement for expenses incurred for a prior Lipedema Surgery through the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as Class Counsel: Gianelli & Morris. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers get paid?

Class Counsel will ask the Court for attorneys' fees up to in \$675,000.00 in attorneys' fees and \$46,162.84 in litigation expenses. Class Counsel will also ask the Court for an incentive payment of \$17,000.00 for Class Representative Michala Kazda. The fees would pay Class Counsel for their fees and expenses in investigating the facts, litigating the case, and negotiating the Settlement. The Court may award less than these amounts. Aetna will pay the fees, expenses, and incentive award. These amounts will not reduce the relief available to Class Members. Aetna has agreed not to oppose these fees, expenses and incentive award. Aetna will also separately pay the costs to administer the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

17. How do I tell the Court I don't like the Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing and must clearly identify your name, address, telephone number, and signature. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Kazda v. Aetna Life Insurance Company*, Case No. 3:19-cv-02512-WHO), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, and (c) be filed or postmarked on or before April 27, 2026.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 2:00 p.m. PST on June 10, 2026 in San Francisco Courthouse, Courtroom 2 – 17th Floor., 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. The Court will also decide how much to award to Class Counsel and the Class Representative. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come, at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Kazda v. Aetna Life Insurance Company*, Case No. 3:19-cv-02512-WHO." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than April 27, 2026 and be sent to the Settlement Administrator at the address stated above in response to Question 12. You cannot speak at the hearing if you have excluded yourself from the Class.

Please check the Settlement website at www.LipedemaSurgerySettlement.com or the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/> before appearing, to confirm the Fairness Hearing date has not changed.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement through the website at www.LipedemaSurgerySettlement.com, by contacting Class Counsel at Gianelli & Morris, 12121 Wilshire Blvd, Suite 505, Los Angeles, California, Tel. 213-489-1600, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, CA 94102 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IMPORTANT DATES

23. What are the important dates and deadlines relating to this Settlement?

Deadline	Event
February 3, 2026	Class Counsel will file a motion for approval of attorneys' fees and costs and request for a service award for the Class Representative.
April 14, 2026	Last day to serve Class Counsel and Aetna's Counsel with objections to the proposed Settlement.
April 27, 2026	Last day to file Notice of Intent to Appear.
April 27, 2026	Last day to submit a request for exclusion from the proposed Settlement.
June 10, 2026	Fairness Hearing

Dated: January 20, 2026

Honorable William Orrick.
United States District Court Judge