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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICHALA KAZDA,  
Plaintiff,  
v.  
AETNA LIFE INSURANCE COMPANY,  
Defendant.

Case No. [19-cv-02512-WHO](#)

**ORDER GRANTING PRELIMINARY  
APPROVAL**

Re: Dkt. No. 185

The Motion of Plaintiff Michala Kazda, on behalf of herself and the proposed Class, for preliminary approval of the proposed class action Settlement reached with Defendant Aetna Life Insurance Company (“Aetna”) in this lawsuit (the “Litigation”), came on for hearing before this Court on December 10, 2025. After considering the Settlement Agreement, the moving papers, arguments of counsel, the Revised Settlement Agreement (Dkt. No. 191) and all other matters presented to the Court, the Court finds that:

1. The Complaint in the Litigation was filed on May 9, 2019. A First Amended Complaint was filed on September 26, 2019. The First Amended Complaint alleges (1) denial of ERISA plan benefits and for clarification of rights; and (2) breach of fiduciary duty and equitable relief under an ERISA plan, and seeks declaratory and injunctive relief on behalf of the class pursuant to 29 U.S.C. section 1132(a)(1)(B) and 29 U.S.C. section 1132(a)(3).

2. On April 26, 2022, the Court certified a class of Aetna members, covered under ERISA plans, self-funded or fully-insured, whose claims for liposuction to treat lipedema (“Lipedema Surgery) were denied as cosmetic, under Rules 23(b)(1) and 23(b)(2) following a contested class certification proceeding. (Dkt. 99.)

3. Aetna denies each and every claim and contention alleged or otherwise made or pursued against it by Plaintiff in this Litigation. Aetna denies all charges of wrongdoing or

United States District Court  
Northern District of California

1 liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that  
2 could have been alleged, in the Litigation.

3 4. The proposed Settlement resulted from multiple arms-length settlement  
4 negotiations, and was concluded only after Plaintiffs and Aetna conducted their own investigations  
5 and evaluations of the factual and legal issues raised by Plaintiffs' claims and Aetna's defenses.

6 5. Plaintiff and Class Counsel have agreed to settle the Litigation after considering  
7 such factors as (a) the benefits to Plaintiff and the Class provided by the Agreement; (b) the risks  
8 and uncertainty of litigation, especially in complex actions such as this, as well as the difficulties  
9 and delays inherent in such litigation; and (c) the desirability of consummating the Agreement in  
10 order to provide relief to Plaintiff and the Class.

11 6. The Parties have entered into a Settlement Agreement ("the Settlement") previously  
12 filed with this Court and a Revised Settlement Agreement (collectively "Agreement").

13 7. The Court has reviewed the Agreement (and all of the attachments thereto) and  
14 preliminarily determined the proposed Settlement to be fair, reasonable, adequate, and within the  
15 range of possible approval. The proposed Settlement does not improperly grant preferential  
16 treatment to the Plaintiff or any segment of the Class. The proposed Settlement is sufficient to  
17 warrant sending notice to the Class Members. The procedures for establishing and administering  
18 the benefits provided by the proposed Settlement and for notice of the proposed Settlement,  
19 exclusion from the proposed Settlement, and objections to the proposed Settlement are fair,  
20 reasonable, and in the best interests of the Class.

21 8. Based on Plaintiff's motion, the Memorandum of Points and Authorities, the  
22 Agreement, and all supporting exhibits and attachments, the Court preliminarily certifies for  
23 settlement purposes the Class, as defined in the Agreement, pursuant to Rules 23(b)(1)(A),  
24 23(b)(1)(B), and 23(b)(2). The Court hereby finds for settlement purposes that:

25 (a) the numerosity requirement of Rule 23(a)(1) is satisfied because the proposed  
26 settlement class, comprises at least 25 persons enrolled in ERISA-governed plans, issued or  
27 administered by Aetna, whose pre-authorization or post-service claims for Lipedema Surgery were  
28 denied as cosmetic, experimental or investigational between May 9, 2015 and September 1, 2020,

1 satisfies the requirement that a class be sufficiently numerous such that joinder of all members is  
2 impractical; and

3 (b) the commonality requirement of Rule 23(a)(2) is satisfied because the propriety of  
4 Aetna’s denial of Lipedema Surgery as cosmetic, experimental or investigational during the  
5 relevant time period is a common issue;

6 (c) the typicality requirement of Rule 23(a)(3) is satisfied because the Class Representative  
7 and all the proposed class members have suffered the same or similar injury: they have been  
8 denied Lipedema Surgery for their medical conditions;

9 (d) the adequacy requirement of Rule 23(a)(4) is satisfied because (i) Class Counsel are  
10 qualified and competent to prosecute the Action vigorously, (ii) Class Representative’s interests  
11 are not antagonistic to the interests of the Class, and (iii) Class Counsel and Class Representative  
12 have fairly and adequately protected the interests of the Class;

13 (e) Rule 23(b)(1)(A) is satisfied because prosecution of separate actions would create a risk  
14 of inconsistent or varying adjudications with respect to individual members of the class  
15 which would establish incompatible standards of conduct for the party opposing the class;

16 (f) Rule 23(b)(1)(B) is satisfied because adjudications with respect to individual class  
17 members would be dispositive of the interests of the other members not parties to the individual  
18 adjudications or would substantially impair or impede their ability to protect their interests; and

19 (g) Rule 23(b)(2) is satisfied because Aetna has acted on grounds that apply generally to  
20 the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting  
21 the class as a whole.

22 9. The Court has reviewed the notice Plan and form of notice and determines that  
23 mailing the Notice to the last known addresses of the Class Members:

24 (a) constitutes the best practicable notice under the circumstances;

25 (b) is reasonably calculated to apprise Class Members of the pendency of the Litigation  
26 and of their right to object to or exclude themselves from the proposed Settlement;

27 (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled  
28 to receive notice; and

1 (d) meets all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure,  
2 the United States Constitution, and its Amendments.

3 Accordingly, it is hereby ORDERED AND DECREED AS FOLLOWS:

4 1. The Motion for Preliminary Approval is GRANTED. The Court preliminarily  
5 approves the proposed Settlement. All defined terms in the foregoing findings and this Order shall  
6 have the same meanings as in the Settlement Agreement.

7 2. A hearing (the “Final Approval Hearing”) will be held on May 13, 2026, before the  
8 undersigned in the United States District Court for the Northern District of California to consider  
9 the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be  
10 finally approved by the Court.

11 3. The Court approves the proposed Notice and the plan for giving notice.

12 4. Aetna and Class Counsel are authorized to:

13 (a) establish the means necessary to administer the proposed Settlement, in accordance  
14 with the terms of the Agreement; and

15 (b) retain a Settlement Administrator to help administer the proposed Settlement, including  
16 the Notice.

17 5. The Court appoints Atticus as the Settlement Administrator, to administer the  
18 Settlement, including the Notice.

19 6. The Settlement Administrator shall mail the Notices to each Class Member by first-  
20 class mail, postage prepaid, to his or her last known address no later than 35 days after entry of  
21 this Order, as described in the Settlement.

22 7. The Settlement Administrator shall file proof of the mailing of the Notices at or  
23 before the Final Approval Hearing.

24 8. Class Counsel shall file their petition for approval of Class Counsel’s fees,  
25 expenses, and class representative service award no later than 35 days after entry of this Order.

26 9. Each Class Member who wishes to exclude himself or herself from the Class must  
27 submit an appropriate, timely written request for exclusion, postmarked no later than 95 calendar  
28 days from the date the Notices were sent to the Class Members, to the address provided in the

1 Notices, which states all of the following: (a) the name, address, and telephone number of the  
2 person requesting exclusion; and (b) a clear and unequivocal statement that the person wishes to  
3 be excluded from the Class.

4 10. Any Class Member who does not submit a timely, written request for exclusion in  
5 the form set forth in this Order shall be bound by all proceedings, orders, and judgments in the  
6 Litigation, even if such Class Member has previously initiated or subsequently initiates individual  
7 litigation or other proceedings against Aetna relating to the denial of a request for authorization or  
8 claim for reimbursement for Lipedema Surgery during the Class period.

9 11. Each Class Member who wishes to object to the fairness, reasonableness, or  
10 adequacy of the Agreement, the proposed Settlement, or to the award of attorneys' fees and  
11 expenses shall send to the Court, no later than 95 calendar days from the date Notices were sent to  
12 the Class Members, a written statement of the objections, as well as the specific reason(s), if any,  
13 for each objection, including any legal support the Class Member wishes to bring to the Court's  
14 attention and any evidence or other information the Class Member wishes to introduce in support  
15 of the objections. Class Members may object either on their own or through an attorney retained at  
16 their own expense. The written objection must also contain the Class Member's name, address,  
17 signature, and telephone number.

18 12. Any Class Member who files and serves a written objection, as described in  
19 Paragraph 11 above, may appear at the Final Approval Hearing, either in person or through  
20 counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or  
21 adequacy of this Agreement or the proposed Settlement.

22 13. Any Class Member who objects to the Settlement will be entitled to all of the  
23 benefits of the Settlement if it is approved, as long as the objecting Class Member complies with  
24 all requirements of the Agreement.

25 14. The Settlement Administrator will scan and email copies of each request for  
26 exclusion in PDF format (or any other agreed format) to Aetna's Counsel and to Class Counsel not  
27 more than five (5) business days after the Settlement Administrator receives such a request.

28 15. As part of the motion papers in support of Final Approval of the Settlement, the

1 Settlement Administrator or Class Counsel will provide a list of all the persons who have  
2 requested exclusion from the Class.

3 16. Any Class Member may retract a prior request for exclusion by providing to Class  
4 Counsel and to Aetna’s Counsel a written notice stating his or her desire to retract the request for  
5 exclusion from the Class by 12:00 p.m., Pacific Standard Time, five calendar days before the Final  
6 Approval Hearing. Any written notice retracting the request for exclusion also must include a  
7 statement that the Class Member makes the retraction freely and of his or her own volition,  
8 without coercion by anyone. Any Class Member who validly retracts a request for exclusion under  
9 this Paragraph will not be excluded from the Class, will be deemed to be a Class Member,  
10 and will be bound by the Settlement.

11 17. All proceedings in the Litigation are stayed until further order of the Court, except  
12 as may be necessary to implement the proposed Settlement or to comply with the terms of the  
13 Agreement.

14 18. This Order shall become null and void, and shall be without prejudice to the rights  
15 of the Parties, all of whom shall be restored to their respective positions existing immediately  
16 before this Court entered this Order, if: (a) the proposed Settlement is not finally approved by the  
17 Court, or does not become final, pursuant to the terms of the Agreement; or (b) the Settlement is  
18 terminated in accordance with the terms of Agreement. In the event this occurs, the Settlement and  
19 Agreement shall become null and void and be of no further force and effect, and neither the  
20 Agreement nor this Order may be used in the Litigation or in any other proceeding for any  
21 purpose.

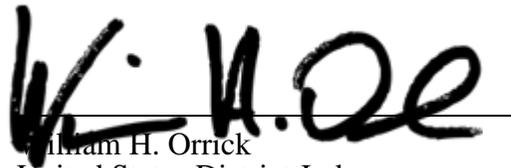
22 19. In no event shall the Settlement or any of its provisions, or any negotiations,  
23 statements, or proceedings relating to it be offered as, received as, used as, or deemed to be  
24 evidence in the Litigation, any other action, or in any other proceeding, except in a proceeding to  
25 enforce the Agreement. Without limiting the foregoing, neither the Agreement nor any related  
26 negotiations, statements, or proceedings shall be offered as, used as, or deemed to be evidence or  
27 an admission or concession by any person of any matter, including but not limited to any liability  
28 or wrongdoing on the part of Aetna.

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20. The Court reserves the right to continue the Final Approval Hearing without further written notice to the Class but will notify counsel for the Parties and any objectors or their counsel who have timely filed a notice of intention to appear in these proceedings. Unless the Court specifically orders otherwise, any such continuance shall not be interpreted to expand or change any deadlines contained in this Order or the Agreement.

**IT IS SO ORDERED.**

Dated: December 30, 2025



William H. Orrick  
United States District Judge

United States District Court  
Northern District of California