

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 FINAL
APPROVAL AND ATTORNEY FEES**

Re: Dkt. Nos. 195, 198

The Motion of Plaintiff Michala Kazda (“Plaintiff”) on behalf of herself and the Class, for final approval of the class action Settlement reached with Defendant Aetna Life Insurance Company (“Aetna”) in this lawsuit (the “Litigation”) came on for hearing before this Court on June 10, 2026. Plaintiff and Aetna are collectively referred to herein as the “Parties.” After considering the Settlement, the moving papers, arguments of counsel, and all other matters presented to the Court, it is hereby ORDERED, ADJUDGED, AND DECREED, as follows:

1. The Motion for Final Approval of Class Action Settlement is hereby GRANTED.
2. This Final Order Approving Class Action Settlement and Judgment (“Final Order and Judgment”) incorporates and makes part hereof: (a) the Parties’ Settlement Agreement filed on October 30, 2025, including Exhibits A to E [Dkt. No. 185-1] (collectively the “Agreement”); and (b) the Court’s findings and conclusions contained in its Order Granting Motion for Preliminary Approval of Class Action Settlement [Dkt. 192] (the “Preliminary Approval Order”). All defined terms in this Final Order and Judgment shall have the same meanings as in the Agreement.

1 3. All preliminary findings and conclusions in the Court's Preliminary
2 Approval Order are hereby made final.

3 4. The Court has personal jurisdiction over all members of the Class. The
4 Court has subject matter jurisdiction over the claims asserted in this Litigation to
5 approve the Settlement, and all exhibits attached thereto. Venue is proper. The
6 Settlement is fair, reasonable and adequate, and consistent and in compliance with
7 the applicable provisions of the United States Constitution, its Amendments, and
8 the Federal Rules of Civil Procedure, as to, and in the best interests of, the
9 Settlement Class. The Court also finds that the was concluded only after Plaintiff
10 and Aetna conducted their own investigations and evaluations of the factual and
11 legal issues raised by Plaintiff's claims, as well as Aetna's defenses, and is the
12 result of arms-length negotiations. The Court has considered and denied all
13 objections filed in this Litigation. Accordingly, the Settlement is hereby finally
14 approved.

15 5. The Court hereby directs the Parties and their counsel to implement
16 and consummate the Settlement according to its terms and provisions.

17 6. Pursuant to the Court's Preliminary Approval Order, the notice
18 requirement was satisfied in that the Class Administrator sent the Notices to each
19 Class Member in the Class, no later than 35 days after entry of the Preliminary
20 Approval Order, by first-class mail, postage prepaid, to each Class Member's last
21 known address, and where necessary, further steps were taken in accordance with
22 the Agreement to obtain updated addresses when the mail was returned as
23 undelivered and to re-send the Notice. Class Members had the opportunity to object
24 to the Settlement and the Agreement, or to exclude themselves from the Class, and
25 they were informed of the date, time, and location of the Final Approval Hearing
26 and had the opportunity to appear at the Final Approval Hearing. These procedures
27 afforded protections to persons in the Class and provide the basis for the Court to
28 make an informed decision on approval of the Settlement based on the responses of

1 Class Members.

2 7. The Notices and all other instruments provided to the Class Members:

3 (a) constituted the best practicable notice under the circumstances;

4 (b) constituted notice that was reasonably calculated to apprise

5 Class Members of the pendency of the Litigation, their right to object to or exclude

6 themselves from the proposed Settlement and to appear at the Final Approval

7 Hearing;

8 (c) were reasonable and constituted due, adequate, and sufficient

9 notice to all persons entitled to receive notice; and

10 (d) met all applicable requirements of the Federal Rules of Civil

11 Procedure, the United States Constitution, and its Amendments, including the Due

12 Process Clause.

13 8. Class Counsel and Plaintiff adequately represented the Class for

14 purposes of entering into and implementing the Settlement.

15 9. No Class Members have requested exclusion from the Class.

16 10. Class Counsel are hereby awarded attorneys' fees and costs in the

17 amount of \$721,162.84 ("Class Counsel Payment"). This amount covers any and all

18 claims for attorneys' fees, expenses, and costs incurred by any and all Class

19 Counsel in connection with the Settlement of the Litigation and the administration

20 of such Settlement. Class Counsel Payment shall be provided by Aetna to the

21 Claims Administrator. The Claims Administrator shall disburse the funds, except

22 for a 20% holdback, to Gianelli & Morris .

23 11. As an incentive award for participation as Class Representative in the

24 Litigation, the Court awards \$17,000.00 to Plaintiff Michala Kazda. Aetna shall

25 pay the incentive award in addition to any relief that Plaintiff is entitled to receive

26 as a Class Member.

27 12. The release of claims set forth in Paragraph 18, definition (t), and

28 Paragraphs 24-26 of the Settlement is incorporated herein and effective as of the

1 date of this Final Order and Judgment, and forever discharges the Released Parties
2 from any claims or liabilities arising from or related to the Released Claims.

3 13. Without affecting the finality of this Final Order and Judgment for
4 purposes of appeal, the Court shall retain jurisdiction as to all matters relating to
5 administration, consummation, enforcement, and interpretation of the Settlement
6 and this Order, and for any other necessary purpose; *provided, however*, that
7 nothing in this paragraph shall restrict the ability of the Parties to exercise their
8 rights under Paragraphs 16, 17, and 18 of this Final Order and Judgment. The
9 Parties submit to the jurisdiction of the Court for purposes of administration,
10 construction, consummation, enforcement, and interpretation of the Settlement.

11 14. The Settlement is binding on, and has *res judicata* and preclusive
12 effect in, all pending and future lawsuits or other proceedings maintained by or on
13 behalf of Plaintiff and any other Class Members, as well as their Related Parties
14 that allege Released Claims, as defined in the Settlement.

15 15. Neither this Final Order and Judgment, nor the Settlement, nor any
16 other document referred to herein or therein, nor any action taken to carry out this
17 Final Order and Judgment or the Settlement is, may be construed as, or may be used
18 as an admission or concession by or against Aetna of the validity of any claim or
19 any actual or potential fault, wrongdoing or liability whatsoever. Entering into or
20 carrying out the Settlement, and any negotiations or proceedings relating to it, shall
21 not in any event be construed as, or deemed evidence of, an admission or
22 concession as to Plaintiff's claims or Aetna's denials or defenses, and shall not be
23 offered or received in evidence in any action or proceeding against any party hereto
24 in any court, administrative agency or other tribunal for any purpose whatsoever,
25 except as evidence of the Settlement or to enforce the provisions of this Final Order
26 and Judgment or the Settlement; *provided, however*, that this Final Order and
27 Judgment and the Settlement may be filed in any action against or by Aetna or the
28 Class Members to support a defense of *res judicata*, collateral estoppel, release,

1 waiver, good-faith Settlement, judgment bar or reduction, full faith and credit, or
2 any other theory of claim preclusion, issue preclusion or similar defense or
3 counterclaim to the extent allowed by law.

4 16. The Parties are authorized, without further approval from the Court, to
5 agree to and adopt such non-substantive amendments, modifications, or expansions
6 of the Settlement and all exhibits attached thereto that are consistent with this Final
7 Order and Judgment, and that do not limit the rights of persons in the Settlement
8 Class. Any substantive amendments, modifications, or expansions of the Settlement
9 and the exhibits attached thereto shall require prior approval by the Court.

10 17. Any work product retained by Plaintiff or Class Counsel that is based
11 on or incorporates information designated as Confidential Material pursuant to the
12 terms of the Protective Order previously entered in this case and provided by Aetna
13 shall be deemed Confidential Material pursuant to the terms of the Protective Order,
14 and the disclosure or use of such materials shall be subject to the same restrictions
15 as Confidential Materials pursuant to the terms of the Protective Order previously
16 entered in this case.

17 18. Each and every Class Member who has not been excluded from the
18 Settlement, and their Related Parties, are forever barred and enjoined from
19 commencing, instituting, or continuing to prosecute any action or proceeding in any
20 court of law or equity, arbitration tribunal, administrative forum, or other forum of
21 any kind, asserting any of the Released Claims against any of the Released Parties,
22 except for claims to enforce the Settlement.

23 19. Section 1715(b) of the Class Action Fairness Act of 2005 requires a
24 settling defendant to “serve upon the appropriate State official of each State in
25 which a class member resides and the appropriate Federal official” a specified
26 group of documents describing the settlement. Pursuant to section 1715(d), final
27 approval cannot be issued earlier than 90 days after notice is given under section
28 1715(b). Aetna served the necessary documents upon the appropriate officials on

1 December 10, 2021. This order is signed more than 90 days after Aetna served the
2 documents. The Court therefore finds that Aetna is in full compliance with the
3 Class Action Fairness Act, 28 U.S.C. section 1715.

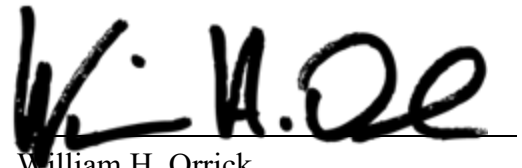
4 20. There being no just reason for delay, the Court, in the interests of
5 justice, expressly directs the Clerk of the Court to enter this Final Order and
6 Judgment, and hereby decrees that, upon entry, it be deemed a final judgment.

7 21. Counsel shall provide the Post-Distribution Accounting required by
8 this Court by March 2, 2027. A Post-Distribution Accounting hearing is set for
9 March 9, 2027 at 2:00 p.m. Once the Court determines the Post-Distribution
10 Accounting is sufficient, the Court will order the Claims Administrator to release
11 the held-back attorney fees to plaintiff's counsel.

12 **IT IS SO ORDERED.**

13 Dated: June 12, 2026

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A handwritten signature in black ink, appearing to read "W. H. Orrick", written over a horizontal line.

William H. Orrick
United States District Judge