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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRIAN HENDRICKS; ANDREW SAGALONGOS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

AETNA LIFE INSURANCE COMPANY

Defendant.

ANDREW HOWARD, on behalf of himself and all others similarly situated,

Plaintiff,

v.

AETNA LIFE INSURANCE COMPANY;

Defendant.

Case No.: 2:19-cv-6840-AB (MAAx) Consolidated w/ 2:22-CV-01505-AB (MAAx)

Assigned to Hon. Andre Birotte Jr.

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 The Motion of Plaintiffs Brian Hendricks, Andrew Sagalongos and Andrew
2 Howard, on behalf of themselves and the proposed Class, for preliminary approval of
3 the proposed class action Settlement reached with Defendant Aetna Life Insurance
4 Company (“Aetna”) in this lawsuit (the “Litigation”), came on for hearing before this
5 Court on November 7, 2025. After considering the Settlement Agreement, the moving
6 papers, arguments of counsel, and all other matters presented to the Court, the Court
7 finds that:

8 1. The consolidated class action cases entitled *Brian Hendricks and Andrew*
9 *Sagalongos v. Aetna Life Insurance Company, Case No. 2:19-cv-6840-CJC* (the
10 “Hendricks Action”) and *Andrew Howard v. Aetna Life Insurance Company, Case*
11 *No.2:22-cv-01505-CJC* (the “Howard Action”) arise from parallel actions for Recovery
12 of ERISA Plan Benefits; Enforcement and Clarification of Rights; and Breach of
13 Fiduciary Duty, seeking declaratory and injunctive relief on behalf of the class pursuant
14 to 29 U.S.C. section 1132(a)(1)(B) and 29 U.S.C. section 1132(a)(3).

15 2. The Complaint in the *Hendricks* action was filed on August 7, 2019. A
16 First Amended Complaint was filed on November 15, 2019, a Second Amended
17 Complaint was filed on November 2, 2020 and a Third Amended Complaint was filed
18 on February 8, 2021.

19 3. On March 4, 2022, the Complaint in the *Howard* Action was filed.

20 4. On June 11, 2021, the previous judge assigned to this case, Judge Cormac
21 J. Carney, following a contested class certification proceeding, certified under Rules
22 23(b)(1) and 23(b)(2) a class in the *Hendricks* Action composed of members whose
23 claims were subject to the abuse-of-discretion standard of review. (Dkt. 94.) On
24 February 27, 2024, following a contested class certification proceeding in the *Howard*
25 Action, Judge Carney certified under Rules 23(b)(1) and 23(b)(2) a class composed of
26 members whose claims were subject to the do novo standard of review. (*Howard* Dkt.
27 72.)

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1 5. On March 12, 2024, the Court entered an Order consolidating the
2 *Hendricks* Action and the *Howard* Action for all purposes including trial. (Dkt. 158.)

3 6. Aetna denies each and every claim and contention alleged or otherwise
4 made or pursued against it by Plaintiffs in this Litigation. Aetna denies all charges of
5 wrongdoing or liability against it arising out of any of the conduct, statements, acts, or
6 omissions alleged, or that could have been alleged, in the Litigation.

7 7. The proposed Settlement resulted from multiple in-person arm’s-length
8 mediation sessions, and extensive follow-up telephone discussions, with Edwin Oster,
9 Esq. of Judicate West and was concluded only after Plaintiffs and Aetna conducted their
10 own investigations and evaluations of the factual and legal issues raised by Plaintiffs’
11 claims and Aetna’s defenses.

12 8. Plaintiffs and Class Counsel have agreed to settle the Litigation after
13 considering such factors as (a) the benefits to Plaintiffs and the Class provided by the
14 Agreement; (b) the risks and uncertainty of litigation, especially in complex actions
15 such as this, as well as the difficulties and delays inherent in such litigation; and (c) the
16 desirability of consummating the Agreement in order to provide relief to Plaintiffs and
17 the Hendricks and Howard Classes. Aetna has concluded that further litigation would
18 be protracted and expensive, and considers it desirable to settle this Litigation for the
19 purpose of avoiding the expense, burden, inconvenience, and inherent risk of litigation
20 and the concomitant disruption of its business operations.

21 9. The Parties have entered into a Settlement Agreement (“the Settlement”)
22 previously filed with this Court.

23 10. The Court has reviewed the Settlement (and all of the attachments thereto)
24 and determined the proposed Settlement to be fair, reasonable, adequate, and within the
25 range of possible approval. The proposed Settlement does not improperly grant
26 preferential treatment to the Plaintiffs or any segment of the Hendricks Class or the
27 Howard Class. The proposed Settlement is sufficient to warrant sending notice to the
28 Class Members. The procedures for establishing and administering the benefits
provided by the proposed Settlement and for notice of the proposed Settlement,

1 exclusion from the proposed Settlement, and objections to the proposed Settlement are
2 fair, reasonable, and in the best interests of the Hendricks Class and the Howard Class.

3 11. The Court has reviewed the notice provisions of Paragraphs 36-44 of the
4 Settlement and the form of the two Notices of Proposed Settlement of Class Action and
5 Final Approval Hearing attached to the Settlement as Exhibits A and B. The Court has
6 determined that mailing the Notice to the last known addresses of the Class Members:

7 (a) constitutes the best practicable notice under the
8 circumstances;

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

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

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

16 Accordingly, it is hereby **ORDERED AND DECREED AS FOLLOWS:**

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

20 2. A hearing (the “Final Approval Hearing”) will be held on March 27, 2026
21 at 10:00 A.M., before the undersigned in the United States District Court for the Central
22 District of California, Southern Division to consider the fairness, reasonableness, and
23 adequacy of the proposed Settlement and whether it should be finally approved by the
24 Court.

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

26 4. Aetna and Class Counsel are authorized to:

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

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

3 5. The Court appoints Atticus Administration LLC as the Settlement
4 Administrator, to administer the Settlement, including the Notice.

5 6. The Settlement Administrator shall mail the Notices to each Class Member
6 in the Hendricks Class and the Howard Class by first-class mail, postage prepaid, to his
7 or her last known address no later than 34 days after entry of this Order, as described in
8 the Settlement.

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

11 8. Class Counsel shall file their petition for approval of Class Counsel's fees,
12 expenses, and class representative service award no later than 34 days after entry of this
13 Order.

14 9. Each Class Member who wishes to exclude himself or herself from either
15 the Hendricks Class or the Howard Class must submit an appropriate, timely written
16 request for exclusion, postmarked no later than 60 calendar days from the date the
17 Notices were sent to the Class Members, to the address provided in the Notices, which
18 states all of the following: (a) the name, address, and telephone number of the person
19 requesting exclusion; and (b) a clear and unequivocal statement that the person wishes
20 to be excluded from the Class.

21 10. Any Class Member who does not submit a timely, written request for
22 exclusion in the form set forth in this Order shall be bound by all proceedings, orders,
23 and judgments in the Litigation, even if such Class Member has previously initiated or
24 subsequently initiates individual litigation or other proceedings against Aetna relating
25 to the denial of a request for authorization or claim for reimbursement for single-level
26 L-ADR during the Class periods.

27 11. Each Class Member who wishes to object to the fairness, reasonableness,
28 or adequacy of the Agreement, the proposed Settlement, or to the award of attorneys'
fees and expenses shall send to the Administrator, no later than 60 calendar days from

1 the date Notices were sent to the Class Members, a written statement of the objections,
2 as well as the specific reason(s), if any, for each objection, including any legal support
3 the Class Member wishes to bring to the Court's attention and any evidence or other
4 information the Class Member wishes to introduce in support of the objections. Class
5 Members may object either on their own or through an attorney retained at their own
6 expense. The written objection must also contain the Class Member's name, address,
7 signature, and telephone number.

8 12. Any Class Member who files and serves a written objection, as described
9 in Paragraph 11 above, may appear at the Final Approval Hearing, either in person or
10 through counsel hired at the Class Member's expense, to object to the fairness,
11 reasonableness, or adequacy of this Agreement or the proposed Settlement. Class
12 Members or their attorneys who intend to make an appearance at the Final Approval
13 Hearing must deliver a notice of intention to appear to Class Counsel and to Aetna's
14 Counsel, and file that notice with the Court, no later than sixty (60) calendar days from
15 the date Notice was sent to the Class Members.

16 13. Any Class Member who fails to file a timely objection in accordance with
17 and containing the information required by this Order, will waive and forfeit any all
18 rights he or she may have to appear separately and object, and will be bound by all the
19 terms of this Agreement and by all proceedings, orders, and judgments, including but
20 not limited to the Release, in the Litigation.

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

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

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1 16. As part of the motion papers in support of Final Approval of the Settlement,
2 the Settlement Administrator or Class Counsel will provide a list of all the persons who
3 have requested exclusion from the Class.

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

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

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

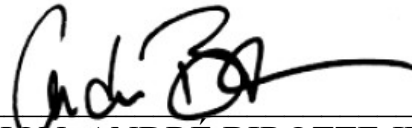
24 20. In no event shall the Settlement or any of its provisions, or any negotiations,
25 statements, or proceedings relating to it be offered as, received as, used as, or deemed
26 to be evidence in the Litigation, any other action, or in any other proceeding, except in
27 a proceeding to enforce the Agreement. Without limiting the foregoing, neither the
28 Agreement nor any related negotiations, statements, or proceedings shall be offered as,

1 used as, or deemed to be evidence or an admission or concession by any person of any
2 matter, including but not limited to any liability or wrongdoing on the part of Aetna.

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

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10 **IT IS SO ORDERED.**

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12 Dated: November 13, 2025



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14 HON. ANDRE BIROTTE JR.
15 UNITED STATES DISTRICT JUDGE
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