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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

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

12 Plaintiffs,

13 v.

14 AETNA LIFE INSURANCE
15 COMPANY

16 Defendant.

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

19 Plaintiff,

20 v.

21 AETNA LIFE INSURANCE
22 COMPANY;

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

**~~[PROPOSED]~~ FINAL ORDER
GRANTING APPROVAL OF CLASS
ACTION SETTLEMENT AND
JUDGMENT**

Assigned to Hon. Andre Birotte Jr.

1 The Motion of Plaintiffs Brian Hendricks, Andrew Sagalongos and Andrew Howard
2 (“Plaintiffs”) on behalf of themselves and the Class, for final approval of the class action
3 Settlement reached with Defendant Aetna Life Insurance Company (collectively,
4 “Aetna”) in this lawsuit (the “Litigation”) came on for hearing before this Court on June
5 5, 2026. Plaintiffs and Aetna are collectively referred to herein as the “Parties.” After
6 considering the Settlement, the moving papers, arguments of counsel, and all other
7 matters presented to the Court, it is hereby ORDERED, ADJUDGED, AND DECREED,
8 as follows:

9 1. The Motion for Final Approval of Class Action Settlement is hereby
10 GRANTED.

11 2. This Final Order Approving Class Action Settlement and Judgment (“Final
12 Order and Judgment”) incorporates and makes part hereof: (a) the Parties’ Settlement
13 Agreement filed on October 8, 2025 including Exhibits A to G [Dkt. No. 214-1]
14 (collectively the “Agreement”); and (b) the Court’s findings and conclusions contained
15 in its Order Granting Motion for Preliminary Approval of Class Action Settlement [Dkt.
16 219] and Order Amending November 13, 2025 Order Granting Preliminary Approval
17 of Class Action Settlement Preliminary Approval Order (collectively the “Preliminary
18 Approval Order”) [Dkt. 223.]. All defined terms in this Final Order and Judgment shall
19 have the same meanings as in the Agreement.

20 3. All preliminary findings and conclusions in the Court’s Preliminary
21 Approval Order are hereby made final.

22 4. The Court has personal jurisdiction over all members of the *Hendricks*
23 Class and the *Howard* Class. The Court has subject matter jurisdiction over the claims
24 asserted in this Litigation to approve the Settlement, and all exhibits attached thereto.
25 Venue is proper. The Settlement is fair, reasonable and adequate, and consistent and in
26 compliance with the applicable provisions of the United States Constitution, its
27 Amendments, and the Federal Rules of Civil Procedure, as to, and in the best interests
28 of, the Settlement Class. The Court also finds that the Settlement was concluded only

1 after Plaintiffs and Aetna conducted their own investigations and evaluations of the
2 factual and legal issues raised by Plaintiffs' claims, as well as Aetna's defenses, and is
3 the result of arm's-length negotiations. The Court has considered and denied all
4 objections filed in this Litigation. Accordingly, the Settlement is hereby finally
5 approved.

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

8 6. Pursuant to the Court's Preliminary Approval Order, the notice
9 requirement was satisfied in that the Class Administrator sent the Notices to 467 of the
10 468 Class Members in the Class, no later than 34 days after entry of the Preliminary
11 Approval Order, by USPS priority mail, postage prepaid, to each Class Member's last
12 known address, and where necessary, further steps were taken in accordance with the
13 Agreement to obtain updated addresses when the mail was returned as undelivered and
14 to re-send the Notice. Notice was sent one Class Member by first-class mail, postage
15 prepaid to one Class Member whose address was not accepted by U.S Priority mail.
16 Class Members had the opportunity to object to the Settlement and the Agreement, or
17 to exclude themselves from the Class, and they were informed of the date, time, and
18 location of the Final Approval Hearing and had the opportunity to appear at the Final
19 Approval Hearing. These procedures afforded protections to persons in the Class and
20 provide the basis for the Court to make an informed decision on approval of the
21 Settlement based on the responses of Class Members.

22 7. The Notices and all other instruments provided to the Class Members:
23 (a) constituted the best practicable notice under the circumstances;
24 (b) constituted notice that was reasonably calculated to apprise Class
25 Members of the pendency of the Litigation, their right to object to or exclude themselves
26 from the proposed Settlement and to appear at the Final Approval Hearing;
27 (c) were reasonable and constituted due, adequate, and sufficient notice
28 to all persons entitled to receive notice; and

1 (d) met all applicable requirements of the Federal Rules of Civil
2 Procedure, the United States Constitution, and its Amendments, including the Due
3 Process Clause.

4 8. Class Counsel and Plaintiffs adequately represented the Class for purposes
5 of entering into and implementing the Settlement.

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

7 10. Class Counsel are hereby awarded attorneys' fees and costs in the amount
8 of \$2,556,000.00 ("Class Counsel Payment"). This amount covers any and all claims
9 for attorneys' fees, expenses, and costs incurred by any and all Class Counsel in
10 connection with the Settlement of the Litigation and the administration of such
11 Settlement. Class Counsel Payment shall be provided by Aetna to Gianelli & Morris in
12 accordance with Paragraph 29 of the Settlement.

13 11. As an incentive award for participation as Class Representatives in the
14 Action, the Court awards \$17,000.00 to Plaintiffs Brian Hendricks, \$17,000.00 to
15 Plaintiffs Andrew Sagalongos and \$10,000.00 to Plaintiffs Andrew Howard. Aetna
16 shall pay the incentive award in addition to any relief that Plaintiffs are entitled to
17 receive as Class Members.

18 12. The release of claims set forth in Paragraph 18, definition (t), and
19 Paragraphs 24-26 of the Settlement is incorporated herein and effective as of the date
20 of this Final Order and Judgment, and forever discharges the Released Parties from any
21 claims or liabilities arising from or related to the Released Claims.

22 13. Without affecting the finality of this Final Order and Judgment for
23 purposes of appeal, the Court shall retain jurisdiction as to all matters relating to
24 administration, consummation, enforcement, and interpretation of the Settlement and
25 this Order, and for any other necessary purpose; *provided, however*, that nothing in this
26 paragraph shall restrict the ability of the Parties to exercise their rights under Paragraphs
27 16, 17, and 18 of this Final Order and Judgment. The Parties submit to the jurisdiction
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1 of the Court for purposes of administration, construction, consummation, enforcement,
2 and interpretation of the Settlement.

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

7 15. Neither this Final Order and Judgment, nor the Settlement, nor any other
8 document referred to herein or therein, nor any action taken to carry out this Final Order
9 and Judgment or the Settlement is, may be construed as, or may be used as an admission
10 or concession by or against Aetna of the validity of any claim or any actual or potential
11 fault, wrongdoing or liability whatsoever. Entering into or carrying out the Settlement,
12 and any negotiations or proceedings relating to it, shall not in any event be construed
13 as, or deemed evidence of, an admission or concession as to Plaintiffs' claims or Aetna's
14 denials or defenses, and shall not be offered or received in evidence in any action or
15 proceeding against any party hereto in any court, administrative agency or other tribunal
16 for any purpose whatsoever, except as evidence of the Settlement or to enforce the
17 provisions of this Final Order and Judgment or the Settlement; provided, however, that
18 this Final Order and Judgment and the Settlement may be filed in any action against or
19 by Aetna or the Class Members to support a defense of *res judicata*, collateral estoppel,
20 release, waiver, good-faith Settlement, judgment bar or reduction, full faith and credit,
21 or any other theory of claim preclusion, issue preclusion or similar defense or
22 counterclaim to the extent allowed by law.

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

1 17. Any work product retained by Plaintiffs or Class Counsel that is based on
2 or incorporates information designated as Confidential Material pursuant to the terms
3 of the Protective Order previously entered in this case and provided by Aetna shall be
4 deemed Confidential Material pursuant to the terms of the Protective Order, and the
5 disclosure or use of such materials shall be subject to the same restrictions as
6 Confidential Materials pursuant to the terms of the Protective Order previously entered
7 in this case.

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

14 19. Section 1715(b) of the Class Action Fairness Act of 2005 requires a
15 settling defendant to “serve upon the appropriate State official of each State in which a
16 class member resides and the appropriate Federal official” a specified group of
17 documents describing the settlement. Pursuant to section 1715(d), final approval cannot
18 be issued earlier than 90 days after notice is given under section 1715(b). Aetna served
19 the necessary documents upon the appropriate officials on [insert date]. This order is
20 signed more than 90 days after Aetna served the documents. The Court therefore finds
21 that Aetna is in full compliance with the Class Action Fairness Act, 28 U.S.C. section
22 1715.

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

26 **IT IS SO ORDERED.**

27 Dated: June 5, 2026

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HONORABLE ANDRÉ BIROTTE JR.
UNITED STATES DISTRICT JUDGE