

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Release (“Agreement”) **IS HEREBY STIPULATED AND AGREED TO** by and between Representative Plaintiff Mary Caldwell (on behalf of herself and each of the Class Members who have not validly and timely requested to Opt-Out of this Agreement) (collectively “Plaintiffs”), and Defendants United HealthCare Services, Inc. (“UHS”), and UnitedHealthcare Insurance Company (“UHIC”) (collectively, “United”), by and through their respective counsel. In this Agreement, Plaintiffs and United are referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on May 23, 2019, Plaintiff Mary Caldwell filed a Class Action Complaint for Benefits, Determination of Rights, and Breach of Fiduciary Duty Under ERISA against United titled *Mary Caldwell v. UnitedHealthcare Insurance Company, et al.*, Northern District of California, No. 19-CV-02861-WHA, regarding its denial of Plaintiffs’ requests for liposuction surgery to treat lipedema (the “Litigation”).

**WHEREAS**, Plaintiff Mary Caldwell filed a First Amended Complaint on October 7, 2019, which is the operative complaint in this matter.

**WHEREAS**, on December 29, 2020, the Court certified the following Class and designated Plaintiff Mary Caldwell as the class representative:

All persons covered under ERISA health plans, self-funded or fully insured, that are administered by United and whose claims for specialized liposuction for treatment of their lipedema were denied as unproven between January 1, 2015 and December 31, 2019.

A damages subclass will be created for members denied solely on the grounds that liposuction is “unproven” for the treatment of lipedema.

**WHEREAS**, on February 8, 2021, the Court modified the damages subclass as follows:

A damages subclass will be created for members denied solely on the grounds that liposuction is “unproven” for the treatment of lipedema and who paid for the surgery themselves.

**WHEREAS**, the Court appointed the law firm Gianelli & Morris as counsel for the Class.

**WHEREAS**, the Parties wish to fully and finally settle the Litigation.

**WHEREAS**, Plaintiffs, through Class Counsel, have investigated the allegations asserted in the Litigation and have closely analyzed the merits of the alleged claims and the alleged damages suffered by the Certified Class. Class Counsel have considered the facts, law, and potential defenses regarding the claims alleged against United. Class Counsel's investigation has been adequate, and this Settlement is fully informed.

**WHEREAS**, after investigation, discovery, and litigation, the Parties have agreed to settle the Litigation.

**WHEREAS**, the Parties conducted extensive discussions and arm's-length negotiations with each other and participated in three settlement conferences with Magistrate Judge Thomas S. Hixson, regarding the claims asserted in the Litigation.

**WHEREAS**, following those settlement conferences, the Parties entered into a settlement and submitted that settlement to the Court for approval.

**WHEREAS**, effective October 1, 2021, United removed from its "Omnibus Codes" policy the conclusion that liposuction to treat lipedema is "unproven and not medically necessary due to insufficient evidence of safety and/or efficacy,"

**WHEREAS**, on October 12, 2021, the Court entered an order denying preliminary approval of the Parties' settlement.

**WHEREAS**, the Parties each thoroughly analyzed the Court's order and the concerns the Court identified regarding the Parties' settlement.

**WHEREAS**, the Parties entered into new extensive and arms-length discussions to try to reach a new agreement that would be acceptable to the Parties and would address the Court's concerns.

**WHEREAS**, the Parties then entered into a new settlement agreement and submitted that new agreement to the Court for approval.

**WHEREAS**, on April 13, 2023, the Court denied preliminary approval of the Parties' second settlement and suggested additional changes to the Parties that would address the Court's concerns.

and

**WHEREAS**, the Parties subsequently engaged in additional negotiations and now have entered into a new Settlement embodied in this Agreement, which they desire to submit to the Court for approval.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES TO THIS AGREEMENT, THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AND SUBJECT TO THE APPROVAL OF THE COURT**, that (i) in consideration of the benefits to the Parties from the Settlement, the adequacy of which is acknowledged by the Parties, and (ii) subject to the other conditions set forth in this Agreement, the Released Claims against the Released Parties will be finally and fully compromised, settled, and released.

#### **DEFINITIONS**

In addition to the definitions set forth elsewhere in this Agreement, the following terms

used in this Agreement will have the meanings specified below.

a. “Class” means all persons covered under ERISA Health plans, self-funded or fully insured, that are administered by United and whose claims for specialized liposuction for treatment of their lipedema were denied as unproven between January 1, 2015 and December 31, 2019, as previously identified to the Court in this litigation.

b. “Class Counsel” means the law firm of Gianelli & Morris, A Law Corporation and its shareholders, members, partners, associates, paralegals, and employees, and their successors and assigns.

c. “Class Members” means persons who meet the definition of the Class who are mailed the Notice referenced herein, and who do not properly exclude themselves from the Class under Paragraph 17 below.

d. “Class Representative” means Plaintiff Mary Caldwell and her successors and assigns.

e. The Complaint refers to the First Amended Complaint on file in this Litigation.

f. “Effective Date” means the first day following the date all of the following events have occurred:

- i. entry of the Preliminary Approval Order;
- ii. the deadline for exercising an option to terminate, as set forth in Paragraph 28, has expired, without any such option having been exercised;
- iii. approval by the Court of the Settlement following class notice and a hearing and entry of Judgment; and
- iv. Final Approval.



g. “Final Approval” means the expiration of the time for appeal or review of the Judgment or any part of the Judgment, including any form of further review or appeal, has been finally disposed and the time for any further appeal or review has expired. If there are no objections filed by a Class Member, Final Approval will be the date the Court grants final approval of the Settlement.

h. “Final Approval Hearing” means the final hearing held by the Court to approve this Settlement.

i. “Judgment” means the order and final judgment, in the form attached here as Exhibit C, which provides, among other terms, for approval of the Settlement, unless the Parties agree in writing to another form of the order and final judgment.

j. “Lipedema Surgery” means suction-assisted lipectomy (i.e., liposuction) to treat lipedema.

k. “Notice” means the “Notice of Proposed Settlement of Class Action and Final Approval Hearing” substantially in the form attached as Exhibit A.

l. “Person” means any individual, corporation, partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, estate, trust, trustee, unincorporated association, entity, government and any political subdivision, or any other type of business or legal entity, any legal representative, and their spouses, heirs, predecessors, successors, representatives, agents, members, managers, or assignees.

m. “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Providing for Notice that the Class Representative and United will seek from the Court, substantially in the form attached as Exhibit B.

n. “Related Parties” means a party’s current, former, and future spouses, heirs, beneficiaries, executors, administrators, successors, predecessors, parent organizations, subsidiaries, affiliates, partners, joint venturers, officers, directors, shareholders, counsel, employees, members, managers, trustees, agents, representatives, attorneys, insurers, and assigns.

o. “Released Claims” means the claims for relief alleged in the Complaint and the First Amended Complaint for Denial of Plan Benefits, Declaratory Relief, Breach of Fiduciary Duty, and Equitable Relief, under 29 U.S.C. section 1132(a)(1)(B) and 29 U.S.C. section 1132(a)(3), whether representative, class, or individual in nature, that were asserted against any of the Released Parties, and certified for class treatment by the Court, by reason of or arising out of: United’s denial of any request (whether pre-service or post-service) for Lipedema Surgery on the grounds that the procedure is “unproven,” under ERISA-governed plans, either fully insured or self-insured.

p. “Released Parties” means United and its Related Parties.

q. “Settlement” means the collective settlement terms set forth in the Agreement.

r. “Settlement Administrator” means the firm that the Parties agree upon and request be appointed by the Court to disseminate notice of the pendency of the Litigation and the proposed Settlement to the Class and to otherwise administer the Settlement as set forth in this Agreement following entry of the Preliminary Approval Order and Final Approval by the Court.

s. “United’s Counsel” means the law firm of Hogan Lovells US LLP and its partners, associates, paralegals, and employees, and its successors and assigns.

t. “United Plan” refers to ERISA-governed plans issued or administered by United, including both fully insured and self-insured plans.

### **AGREEMENT AND RELEASE**

1. **United’s Denials Of Wrongdoing And Liability.** United denies each and every claim and contention alleged or otherwise made or pursued against it by Plaintiffs in the Litigation. United denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions that were alleged, or that could have been alleged, in the Litigation. Specifically, United denies that its unproven position regarding liposuction surgery for the treatment of lipedema ever was unsupported or inappropriate in any way, and further denies that Plaintiff or any Class Member’s pre-authorization requests or post-service claims were denied improperly. United is entering into this Settlement because it has concluded that further litigation would be protracted and expensive, and that this Settlement is desirable solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the proceedings.

2. **Benefits Of The Settlement To The Class.** Class Representative and Class Counsel believe that the Settlement provides fair, reasonable, and adequate recovery for the Class based on the claims asserted and the evidence developed and what might be proven by Class Representative and the Class in the Litigation. Class Representative and Class Counsel further recognize and acknowledge the expense and time of prosecuting the Litigation through trial and appeal. Class Representative and Class Counsel also have considered the uncertain outcome and the risk of any litigation, including the risk that the Class might obtain no relief,

especially in a complex action such as this one, as well as the difficulties and delays inherent in any complex litigation.

3. **Entry Of Judgment.** If this Settlement is approved by the Court at or after the Final Approval Hearing, Class Counsel and United's Counsel will request that the Court enter the Judgment substantially in the form attached here as Exhibit C.

4. **Claims For Reimbursement.**

A. Class Members who paid out-of-pocket as of the Effective Date for services for liposuction to treat lipedema that were denied between January 1, 2015 and December 31, 2019 while they were covered by an ERISA plan issued or administered by United can make claims for reimbursement to the extent those out-of-pocket payments have not been paid by other insurance, Medicare, or other reimbursement sources for which the Class Members owe no reimbursement obligation. A claim form substantially in the form of Exhibit D will be used for the submission of these claims.

B. Class Members shall be reimbursed if they (i) had coverage under their plan at the time their claims for liposuction for treatment of their lipedema were denied as unproven, (ii) provide medical records stating that they had liposuction to treat lipedema, (iii) provide evidence of out-of-pocket payment, and (iv) attest that the out-of-pocket payment has not been reimbursed from another source for which the Class Member owes no reimbursement obligation. If a Class Member submits a claim for reimbursement that meets these requirements, then United will reimburse the Class Member for unreimbursed out-of-pocket costs for liposuction for lipedema, subject to a reduction only for the cost-share the member would have paid under the member's contract with United.

C. United shall pay the claims of any Class Members entitled to reimbursement under Paragraph 4(B) within 60 days of receiving the claim, unless United needs additional information to perfect the Claim. If United needs additional information, United shall notify the Class Member who submitted the Claim of any additional information that is needed, consistent with 2560.503-1(g) of the ERISA claim regulations, and United shall assist with perfecting the claim as set forth in Paragraph 6. United shall copy Class Counsel on all such communications.

D. Within 30 days after Final Approval, Class Members will be provided the claim form and notified of their rights to request reimbursement. Class Members shall have 120 days from the final approval notice to submit their reimbursement requests.

E. If United pays a Class Member some but less than 100% of the amount requested for reimbursement (beyond and after accounting for any reductions due to the cost share the Class Member would have paid under her or his contract with United), the Class member will be provided thirty days in which to reject the partial reimbursement. If the Class Member rejects the reimbursement, they will not be subject to the Release of Claims set forth in paragraph 10. If the Class Member does not reject the partial reimbursement, they will have the right to appeal the partial reimbursement amount pursuant to the appeal provisions in Paragraph 7 of this Agreement. For the avoidance of doubt, this provision (like the others in Section 4 of this Agreement) applies only to claims for reimbursement by Class Members who seek reimbursement for out-of-pocket payments under Section 4, not to requests for re-review under section 5 of this Agreement.

5. **Request For Re-review.**

Class Members who did not pay out-of-pocket for liposuction for lipedema and who still desire to have liposuction for lipedema surgery can have their previous request for coverage re-reviewed.

A. **Current United Members:** A Class Member who is covered under a United Plan as of the Effective Date and has not paid out-of-pocket can submit a request for re-review of a previously denied liposuction-for-lipedema service as described in paragraph 5(C). United shall evaluate requests for re-review of previously denied pre-service requests for liposuction for lipedema for Class Members who are current United members pursuant to the terms of the Class Member's current, existing United benefit plan.

B. **Former United Members:** A Class Member who is not covered under a United Plan as of the Effective Date, and who has not paid out-of-pocket, also can submit a request for re-review of a previously denied liposuction-for-lipedema service as described in paragraph 5(C). United shall evaluate requests for re-review of previously denied pre-service requests for liposuction for lipedema from Class Members who are former United Members pursuant to the terms of the Class Member's United benefit plan in effect at the time United denied the Class Member's pre-service request.

C. **Form of Re-review Request.** A Class Member can request a re-review by: (a) submitting the form requesting re-review attached as Exhibit E; and (b) attesting under penalty of perjury that they currently have no other insurance or benefit plan that provides coverage for the requested liposuction for lipedema surgery.

D. **Eligibility for Re-review.** A Class Member will be eligible to receive coverage for previously denied liposuction services as set forth in this Agreement upon re-review

if (i) she had coverage under her plan at the time of the original denial, (ii) her surgeon verifies that the request is for medically necessary liposuction to treat lipedema, and (iii) the liposuction for lipedema will be provided in an in-network or out-of-network setting (*e.g.*, a hospital or ancillary facility in the United States) as covered under her plan. United may ask the surgeon for additional information to support the surgeon's verification, consistent with 2560.503-1(g) of the ERISA claim regulations. United shall notify the Class member of whether the request is approved within 60 days of receiving the information required by this paragraph, including the surgeon's verification or any follow-up information United requests from the surgeon, if United requests such information.

E. Reimbursement Obligation If Eligibility Found Upon Re-review. If eligibility is found upon re-review, then United's reimbursement obligation will be subject to (1) for Class Members who are current United members, the reimbursement related provisions in the Class Member's current United benefit plan, including but not limited to the provisions regarding any deductibles or cost-sharing that were not met during the calendar year of their pre-service denial for liposuction to treat lipedema, or (2) for Class Members who are former United members, the reimbursement related provisions in the United benefit plan in effect at the time United denied the Class Member's pre-service request for liposuction for lipedema, including but not limited to the provisions regarding any deductibles or cost-sharing that were not met during the calendar year of their pre-service denial for liposuction to treat lipedema. If the Class Member elects to receive liposuction for lipedema surgery from an out-of-network provider, then United shall reimburse pursuant to the reimbursement methodology adopted by the Class Member's benefit plan for out-of-network services, or pursuant to United's median contracted rate in the member's geographic area, for any liposuction-for-lipedema services, found to be

covered upon re-review, that the Class Member elects to receive from an out-of-network provider, at United's discretion.

6. **United's Assistance With Reimbursement And Reprocessing Requests.**

United and Class Counsel will assist Class Members with their Reimbursement and Reprocessing Requests. Class Counsel agrees that if contacted within 120 days of the final approval order, they will assist Class Members to submit their reimbursement and reprocessing requests to United. United agrees that it will assist Class Members who submit reimbursement and reprocessing requests, and to the extent additional information is needed to approve the reimbursement and reprocessing requests, will advise Class Members in writing of what specific additional information is needed and offer a peer-to-peer telephone conference with a medical director within 60 days of receiving a claim submission or reprocessing request. United shall copy Class Counsel any requests for further information sent to Class Members.

7. **Appealing United's Decisions.** Class Members that dispute United's decision on their reprocessing or reimbursement requests – including but not limited to decisions about eligibility, coverage, or payment – may appeal their decision to a Special Master agreed to by the parties, Ed Oster, Esq. of Judicate West. If a Class Member appeals, Class Counsel and United's Counsel will meet and confer regarding the decision and attempt to resolve it. If the issue remains unresolved, Class Counsel and United's Counsel will jointly and concisely present the matter to Mr. Oster, for a final resolution. Neither the Class Member nor the parties may appeal or contest the Special Master's resolution.

8. **Final Report on Reprocessing and Reimbursement Requests.** United shall provide Class Counsel with a final report on the outcome of all reimbursement and reprocessing requests within one year of the final approval order.



9. **Future Requests Not Part of Settlement And Not Released.** In addition to the requests for reimbursement and requests for re-review addressed in this Settlement, Class Members who are now covered by a plan issued or administered by United, or who may be covered by such a plan in the future, retain the right to submit a future pre-service or post-service request for coverage for Lipedema Surgery. Such future requests are not covered by this Settlement and are not subject to any release set forth in this Settlement. Class Members may submit such requests in the future and United shall address any such requests pursuant to the terms of Class Member's then-effective United plan, not the terms of this Settlement.

10. **Release Of Claims.** Each Plaintiff and each Class Member who (1) submits a reimbursement request and (a) receives the full reimbursement amount provided for under this Agreement, or (b) accepts a partial reimbursement amount subject to the appeal rights in this Agreement, or (2) submits a re-review request and is determined to be eligible for future Lipedema Surgery under this Settlement Agreement, on behalf of himself or herself and his or her Related Parties, hereby fully, finally, and forever compromises, settles, releases, resolves, relinquishes, waives, and discharges any and all Released Claims against the Released Parties. The obligations incurred under this Settlement will be the full and final disposition of the Litigation against the Released Parties.

11. **Covenant Not To Sue.** Effective immediately, each Plaintiff and Class Member agrees and covenants not to sue or prosecute, or institute or cooperate in the institution, commencement, filing, or prosecution of any suit or proceeding in any forum based upon any Released Claim against any Released Party, except that nothing in this Agreement shall be deemed to limit any Plaintiff or Class Member's rights to enforce this Agreement.

12. **Attorney's Fees And Costs.** Class Counsel will apply to the Court for an award of total attorneys' fees and costs. After reviewing that application, the Court will determine the amount of any appropriate award. The attorneys' fees and litigation costs approved by the Court will be paid by wire transfer to Class Counsel within 30 days of the Final Approval and United's receipt of an IRS W-9 tax form in the name of the payee.

13. **Notice Of Pendency And Proposed Settlement.** No later than 34 days after the entry of the Preliminary Approval Order, the Settlement Administrator will mail notices of the proposed Settlement to the Class Members. United will provide to the Settlement Administrator a list of the last known addresses of each person in the Class available from its records no later than 20 days after the entry of the Preliminary Approval Order.

A. The Settlement Administrator will send notice using the Court-approved Notice, sent by first-class mail.

B. The Settlement Administrator will perform an "NCOA" scrub on the mailing list before mailing the Mailed Notice.

C. The Settlement Administrator will perform a skip-trace search for persons whose notices are returned as undeliverable and must re-send returned mail to new addresses found for those persons.

14. **Jurisdiction.** Each Class Member will be deemed to have submitted to the jurisdiction of the Court regarding his or her participation in the Settlement.

15. **Costs Of Settlement Administration.** United will pay the cost of administering the settlement, including the cost of providing notice and the special master.

16. **Jurisdiction Over Settlement Disputes.** All controversies and proceedings regarding the administration of the Settlement and distribution of attorneys' fees and costs to

Class Counsel are subject to the jurisdiction of the Court. Appeals of the United's decisions regarding reimbursement or reprocessing requests under the settlement shall be addressed as provided in paragraph 7.

17. **Requests For Exclusion From The Settlement Class.** Each Class Member will be bound by all determinations and judgments in the Litigation concerning the Settlement unless the member sends to the Settlement Administrator, by first class mail, a written request for exclusion from the Class. To be valid, the request for exclusion must: (1) be postmarked no later than thirty-five (35) calendar days from the date the Class Notice was sent to the Class; and (2) state all of the following: (a) the name, address, and telephone number of the person requesting exclusion; and (b) a clear and unequivocal statement that the person wishes to be excluded from the Class.

18. **Effect Of Exclusion.** All persons who submit valid and timely requests for exclusion in the manner described in Paragraph 17 will have no rights under this Agreement, will not share in the Settlement, and will not be bound by the Agreement or the Judgment, unless the request for exclusion is validly retracted under the terms of this Settlement Agreement and Mutual Release.

19. **List Of Individuals Requesting Exclusion.** The Settlement Administrator will scan and email copies of each request for exclusion in PDF format (or any other agreed format) to United's Counsel and to Class Counsel not more than five (5) business days after the Settlement Administrator receives such a request. As part of the motion papers in support of Final Approval of the Settlement, the Settlement Administrator or Class Counsel will provide a list of all the persons who have requested exclusion from the Class.

20. **Retraction of Exclusion Request.** Any putative Class Member may retract a prior request for exclusion by providing to Class Counsel and to United's Counsel a written notice stating his or her desire to retract the request for exclusion from the Settlement Class by 12:00 p.m., Pacific Standard Time, five (5) calendar days before the Final Approval Hearing. Any written notice retracting the request for exclusion also must include a statement that the putative Class Member makes the retraction freely and of his or her own volition, without coercion by anyone. Any putative Class Member who validly retracts a request for exclusion under this Paragraph will not be excluded from the Class Members, will be deemed to be a Class Member, and will be bound by the Settlement.

21. **Discretion To Nullify.** If more than ten (10) Class Members submit a timely request for exclusion, United may, in its sole discretion, nullify this Agreement, provided that the Class Member has not validly retracted the request as of the time United exercises this option. If United exercises this option, the Settlement and this Agreement will become null and void and have no further force and effect.

22. **Objections To Settlement.** Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must deliver to Class Counsel and to United's Counsel, and file with the Court, no later than thirty-five (35) calendar days from the date Mailed Notice was sent to the Class Members or as the Court otherwise may direct, a written statement of the objections, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence or other information the Class Member wishes to introduce in support of the objections. Class Members may object either on their own or through an attorney

retained at their own expense. The written objection must also contain the Class Member's name, address, signature, and telephone number.

23. **Appearance At Final Approval Hearing.** Any Class Member who files and serves a written objection, as described in Paragraph 22, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement. Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must deliver a notice of intention to appear to Class Counsel and to United's Counsel, and file that notice with the Court, no later than forty-five (45) calendar days from the date Notice was sent to the Class Members as the Court may otherwise direct.

24. **Forfeiture Of Right To Object.** Any Class Member who fails to comply with the provisions of this Section will waive and forfeit any and all rights he or she may have to appear separately and object, and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including but not limited to the Release, in the Litigation.

25. **Objecting Class Member's Entitlement To Benefits Upon Approval.** Any Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if it is approved, as long as the objecting Class Member complies with all requirements of this Agreement.

26. **Preliminary Approval Order.** Class Counsel will file the Agreement and its exhibits with the Court and apply for entry of the Preliminary Approval Order substantially in the form attached here as Exhibit B.

27. **Settlement Process Schedule.** The dates for the events contemplated by this Settlement Agreement are as follows:

<b>Event Date</b>	<b>Event</b>
20 days from the date of the Preliminary Approval Order	United provides mailing data for Class Members to the Settlement Administrator
34 days from the date of the Preliminary Approval Order	The Administrator mails the notice of the proposed Settlement
34 days from the date of the Preliminary Approval Order	Class Counsel files a motion for an award of attorneys' fees and costs
69 days from the date of the Preliminary Approval Order	Deadline for postmarking of exclusions, objections, and requests to be heard at the Final Approval Hearing
79 days from the date of the Preliminary Approval Order	Class Counsel to file notice specifying those who have objected, together with a declaration of the Settlement Administrator
28 days prior to the Final Approval Hearing	Class Counsel to file a motion for final approval
To be set by the Court, at least 107 days after the date of the Preliminary Approval Order	Final Approval Hearing

28. **Termination Of The Settlement.** Either Party will have the option to terminate this Agreement on ten (10) calendar days' notice to the other if any of the following occurs:

- A. The Court enters any order that is materially inconsistent with the terms of this Agreement;
- B. The Court does not enter the Preliminary Approval Order;
- C. The Court does not approve the Settlement or any material part of it as reflected in this Agreement (although the Parties do not concede that every term of the Settlement or of this Agreement is material for these purposes);

D. The Court does not enter the Judgment;

E. The Judgment is vacated, modified, or reversed in any material respect by an appellate court of competent jurisdiction; or

F. The Effective Date does not occur for any reason.

29. **Effect Of Termination.** If this Agreement is terminated, the Settlement and this Agreement will become null and void and have no further force and effect. If this Agreement is terminated, the Parties to this Agreement will be deemed to have reverted *nunc pro tunc* to their respective status in the Litigation as of the date and time immediately before the execution of this Agreement. Except as otherwise expressly provided, the Parties will proceed in all respects as if this Agreement and any related orders had not been entered and without any prejudice in any way from the negotiation, fact, or terms of the Settlement or this Agreement.

30. **No Other Use Of Settlement Agreement.** This Agreement may not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

31. **No Admission Of Wrongdoing Or Liability.** Whether or not the Settlement is approved by the Court, and whether or not it is consummated, the fact and terms of this Agreement, including Exhibits, all negotiations, discussions, drafts, and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

A. may not be construed, offered, or received against United or any other Released Party as a presumption, concession, or admission about the truth of any fact alleged by Plaintiffs, the validity of any claim that had been or could have been asserted in the Litigation or

in any litigation, that the class should have been certified, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation; and

B. may not be construed, offered, or received against Plaintiffs or the Class or any of them as a presumption, concession, or admission that any of their claims are or were without merit or that any damages recoverable under the Complaint would not have exceeded any benefits provided under this Settlement.

32. **Settlement As Defense In Future Action.** Once approved by the Court, the Settlement reflected in this Agreement may be pleaded as a full and complete defense by any of the Released Parties to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted regarding any of the Released Claims. The Released Parties may offer the Agreement or the Judgment from the Litigation in any other action that may be brought against them by any identified Class Member in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

33. **Agreement To Work In Good Faith.** The Parties agree to work together in good faith to accomplish, as soon as reasonably practical, all of the prerequisites for the Effective Date, including the Preliminary Approval Order, approval by the Court of the Settlement, and the Judgment.

34. **Headings.** The headings and paragraph titles in this Agreement are used for the purpose of convenience only and are not meant to have legal effect.

35. **Incorporation Of Exhibits.** All of the Exhibits attached to the Agreement are incorporated by reference. If there is a conflict or inconsistency between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement will prevail.



36. **Amendments In Writing Only.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

37. **Full And Final Settlement.** The Parties to this Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and the Class Members against any of the Released Parties with respect to the Released Claims.

38. **Arm's Length and Good Faith Agreement.** The Parties to this Agreement agree that the terms of the Settlement were negotiated at arm's length in good faith by the Parties and reflect a settlement that was reached voluntarily based on adequate information and after consultation with experienced legal counsel.

39. **Waiver.** The waiver by one Party of any breach of this Agreement by any other Party will not be deemed a waiver of any other prior or subsequent breach of this Agreement.

40. **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement among the Parties regarding the Settlement and supersede all prior and contemporaneous arrangements, oral and written agreements, and discussions or negotiations between or among the Parties or their agents or attorneys. No promise, representation, or warranty by any Party, or attorney or agent of any Party, regarding the Settlement that is not expressly contained or referred to in this Agreement or its exhibits will be valid or binding on that Party. The Parties have included this Paragraph to preclude the introduction of parole evidence to vary, supplement, or contradict the terms of this Agreement.

41. **Signature In Counterparts.** This Agreement may be executed by electronic signature (as indicated by an "s/"), and in one or more counterparts, including by signature

transmitted by facsimile, or by a .pdf/.tiff image of the signature transmitted by email. All executed counterparts and each of them will be deemed to be one and the same instrument.

42. **Best Efforts**. The Parties and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required for the Settlement by this Agreement.

43. **Necessary Authority**. Each person signing this Agreement represents that he or she has all necessary authority to sign this Agreement and bind the Party on whose behalf he or she signs.

44. **Non-Assignment**. This Agreement will be binding on the Parties, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. No assignment will relieve any Party of any obligation under this Settlement.

45. **Notice**. Notices required by this Agreement will be submitted both (1) by email and (2) either by (a) any form of overnight mail or (b) in person to:

Robert S. Gianelli  
GIANELLI & MORRIS, A Law Corporation  
550 South Hope Street, Suite 1645  
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and

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*Attorneys for Defendants*

Notice will be deemed effective on sending the notice as described in this Paragraph.

46. **Retention Of Jurisdiction.** The administration, consummation, and enforcement of the Settlement in this Agreement will be under the authority of the Court, and the Parties intend that the Court retain jurisdiction for the purpose of entering orders, providing for approval of attorneys’ fees and costs to Class Counsel, and enforcing the terms of the Settlement and this Agreement.

47. **California Law.** The construction, interpretation, operation, effect, and validity of this Agreement, and all documents necessary to effectuate it, will be governed by the internal laws of the State of California without regard to conflicts of law.

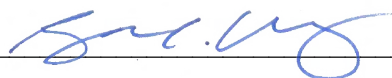
48. **No Interpretation Against Drafter.** This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties. This Agreement is the result of arm's length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Agreement.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.**

**ACCEPTED AND AGREED.**

Date: July 10, 2023

**Defendants United HealthCare Services, Inc. and UnitedHealthcare Insurance Company**

Signed: 

Name: Ryan W. Wong

Title: Senior Associate General Counsel

Date: \_\_\_\_\_, 2023

**Plaintiff Mary Caldwell**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Notice will be deemed effective on sending the notice as described in this Paragraph.

46. **Retention Of Jurisdiction.** The administration, consummation, and enforcement of the Settlement in this Agreement will be under the authority of the Court, and the Parties intend that the Court retain jurisdiction for the purpose of entering orders, providing for approval of attorneys' fees and costs to Class Counsel, and enforcing the terms of the Settlement and this Agreement.

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**IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.**

**ACCEPTED AND AGREED.**

Date: \_\_\_\_\_, 2023

**Defendants United HealthCare Services, Inc. and UnitedHealthcare Insurance Company**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 11 July, 2023

**Plaintiff Mary Caldwell**

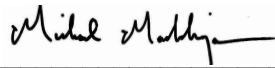
Signed: Mary F. Caldwell

Name: Mary F. Caldwell

Title: Plaintiff

**APPROVED AS TO FORM:**

Date: July 11, 2023 **HOGAN LOVELLS US LLP**

Signed:   
Michael M. Maddigan  
Counsel for Defendants

Date: \_\_\_\_\_, 2023

**GIANELLI & MORRIS, a Law Corporation**

Signed: \_\_\_\_\_  
Robert S. Gianelli  
Joshua S. Davis  
Counsel for Plaintiff

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_, 2023

**HOGAN LOVELLS US LLP**

Signed: \_\_\_\_\_

Michael M. Maddigan  
Counsel for Defendants

Date: July 11 \_\_\_\_\_, 2023

**GIANELLI & MORRIS, a Law Corporation**

Signed: \_\_\_\_\_

Robert S. Gianelli  
Joshua S. Davis  
Counsel for Plaintiff

**[EXHIBIT A]**



**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**If you had a pre-service or post-service claim for liposuction to treat lipedema denied by United Healthcare as “Unproven”, 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.*

- Persons who paid out-of-pocket for liposuction to treat lipedema that were denied as “Unproven” between January 1, 2015 and December 31, 2019 can submit a claim for potential reimbursement under a settlement agreement with UnitedHealthcare that covers liposuction to treat lipedema. Such persons are eligible for reimbursement to the extent their out-of-pocket payments were not paid by other insurance, Medicare, or other reimbursement sources for which the Class Members owe no reimbursement obligation.
- Persons who were denied liposuction to treat lipedema by UnitedHealthcare during the same time period but have not yet undergone the surgery are also hereby notified that they can submit their requests for approval for the surgery under the terms of a settlement agreement.
- Court-appointed lawyers for the class will ask the Court for attorneys’ fees and expenses to be paid separately by UnitedHealthcare 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	If you do nothing, you will remain a Class Member and you will be able to seek (i) reimbursement for out-of-pocket expenses incurred for liposuction to treat lipedema, and (ii) re-review of a denied request for coverage for liposuction for lipedema.
<b>EXCLUDE YOURSELF</b>	If you choose to exclude yourself, you will lose the ability to seek coverage for the prior denial of liposuction to treat lipedema under the terms of the settlement, but you can bring your own lawsuit.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement.

<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>APPEAR THROUGH AN ATTORNEY</b>	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.

**WHAT THIS NOTICE CONTAINS**

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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 UnitedHealthcare, and previously had a either a pre-service authorization request or post-service claim for liposuction to treat lipedema (“Lipedema Surgery”) denied as “unproven.”

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 case is the United States District Court for the Northern District of California, and the case is known as *Mary Caldwell v. UnitedHealthcare Insurance Company, et al.*, Case No. 19-CV-02861-WHA.

### 2. What is this lawsuit about?

This lawsuit concerns whether United Healthcare improperly determined that liposuction to treat lipedema was “unproven” and excluded the procedure from coverage from January 1, 2015 through December 31, 2019.

### 3. Why is this a class action?

In a class action lawsuit, one or more people, called the “Class Representatives” (in this case, Mary Caldwell), sue on behalf of other people who allegedly have a similar claim. The people together are a “Class” or “Class Members.” Ms. Caldwell—and all the Class Members like her—are called the Plaintiffs. The companies they sued (in this case, United HealthCare Services, Inc. and UnitedHealthcare Insurance Company [collectively referred to as “UnitedHealthcare” or “United”]) are called the Defendants. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable William Alsup is in charge of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and risk of a trial, and Class Members may be entitled to reimbursement. The Class Representatives and the attorneys think the settlement is best for everyone whose claims for liposuction to treat lipedema have been denied as “unproven.”

## 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 following description is a Class Member under this settlement:

All persons covered under ERISA health plans, self-funded or fully insured, that are administered by United and whose claims for specialized liposuction for treatment of their lipedema were denied as unproven between January 1, 2015 and December 31, 2019.

A damages subclass will be created for members denied solely on the grounds that liposuction is “unproven” for the treatment of lipedema and who paid for the surgery themselves.

### 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 [REDACTED] 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?

Class members whose claims for liposuction to treat lipedema were denied as “unproven” during the relevant time period and who paid out-of-pocket for the surgery may make a claim for reimbursement. Class members who have yet to undergo the surgery, may request that their denied requests for coverage be re-reviewed under the terms of the settlement.

### 8. How do I seek reimbursement for the liposuction that I paid for?

If your request or claim for liposuction to treat lipedema was denied as “unproven” during the relevant time period, under a plan issued or administered by UnitedHealthcare, and you paid out-of-pocket for the liposuction procedure, you can make a claim for reimbursement by submitting the claim form that will be mailed following final approval and by providing the information requested therein.

Class Members shall be reimbursed if they (i) had coverage under their plan at the time their claims for liposuction for treatment of their lipedema were denied as unproven, (ii) provide medical records stating that they had liposuction to treat lipedema, (iii) provide evidence of

out-of-pocket payment, and (iv) attest that the out-of-pocket payment has not been reimbursed from another source for which the Class Member owes no reimbursement obligation.

If you submit a claim for reimbursement that meets these requirements, then United will reimburse you for unreimbursed out-of-pocket costs for liposuction for lipedema, subject to a reduction only for the cost-share you would have paid under your contract with United.

**9. I didn't pay for surgery but can I still get the denial of my request re-reviewed?**

If your request or claim for liposuction to treat lipedema was denied as unproven but you did not have the procedure or pay for the surgery, then you can submit a request for re-review of your request by submitting the re-review form that will be mailed following final approval and by providing the information requested therein.

A Class Member will be eligible to receive coverage for previously denied liposuction services upon re-review if (i) she had coverage under her plan at the time of the original denial, (ii) her surgeon verifies that the request is for medically necessary liposuction to treat lipedema, and (iii) the liposuction for lipedema will be provided in an in-network or out-of-network setting (*e.g.*, a hospital or ancillary facility in the United States) as covered under her plan.

If you are currently a United member, reimbursement on a request for re-review will be made in accordance with your existing United plan. If you are not a current United member, reimbursement will be made in accordance with your United plan in effect at the time United denied your pre-service request for liposuction to treat lipedema.

**10. Class Counsel and United Healthcare can assist you with your reimbursement and re-review requests.**

If you contact Class Counsel within 120 days of the final approval order, Class Counsel will assist you with your reimbursement and reprocessing requests.

To the extent additional information is needed to approve the reimbursement and re-review requests, United Healthcare will advise Class Members in writing of what specific additional information is needed and offer a peer-to-peer telephone conference with a medical director within 60 days of receiving a reimbursement or re-review request.

**11. Can I Appeal if my Request for Reimbursement or Re-Review is Denied?**

The Settlement includes a streamlined appeal process.

You may appeal United's reimbursement and re-review decisions to a Special Master agreed to by the parties, Ed Oster, Esq. of Judicate West. If a Class Member appeals, Class Counsel and United's Counsel will meet and confer regarding the decision and attempt to resolve it.

If the issue remains unresolved, Class Counsel and United’s Counsel will jointly and concisely present the matter to Mr. Oster, for a final resolution. Neither the Class Member nor the parties may appeal or contest the Special Master’s resolution.

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

Unless you exclude yourself, if (1) you submit a reimbursement request and (a) receive the full reimbursement amount provided for under this Agreement, or (b) accept a partial reimbursement amount subject to the appeal rights in this Agreement, or (2) submit a re-review request and are determined to be eligible for Lipedema Surgery under this Settlement Agreement, you will be releasing UnitedHealthcare from the following: Claims for relief alleged in the Complaint and the First Amended Complaint for Denial of Plan Benefits, Declaratory Relief, Breach of Fiduciary Duty, and Equitable Relief, under 29 U.S.C. section 1132(a)(1)(B) and 29 U.S.C. section 1132(a)(3), whether representative, class, or individual in nature, that were asserted against any of the United and its Related Parties, and certified for class treatment by the Court, by reason of or arising out of: United’s denial of any request (whether pre-service or post-service) for Lipedema Surgery on the grounds that the procedure is “unproven,” under ERISA-governed plans, either fully insured or self-insured.

It also means that all of the Court’s orders will apply to you and legally bind you. Staying in the Class does not prevent you from suing on your own for any denial of requests for liposuction to treat lipedema made in the future.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want to be included in this settlement but you want to keep the right to sue or continue to sue UnitedHealthcare 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”) from the settlement Class.

**13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail clearly stating that you want to be excluded from *Mary Caldwell v. UnitedHealthcare Insurance Company, et al.* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request, postmarked no later than [REDACTED], 2023, to:

Settlement Administrator  
P.O. Box [REDACTED]  
[REDACTED], CA [REDACTED]

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.

**14. If I do not exclude myself, can I sue UnitedHealthcare for the same thing later?**

No. Unless you exclude yourself, if (1) you submit a reimbursement request and (a) receive the full reimbursement amount provided for under this Agreement, or (b) accept a partial reimbursement amount subject to the appeal rights in this Agreement, or (2) submit a re-review request and are determined to be eligible for Lipedema Surgery under this Settlement Agreement, you give up any right to sue UnitedHealthcare for a previous denial of a request for authorization or claim for reimbursement for liposuction to treat lipedema. 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 [REDACTED], 2023. This lawsuit, however, does not resolve any disputes you may have with UnitedHealthcare over any future denial of coverage for liposuction to treat lipedema.

**15. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you will not be able to seek coverage through this settlement for expenses incurred for liposuction to treat lipedema. But, you may sue, continue to sue, or be part of a different lawsuit against UnitedHealthcare.

## THE LAWYERS REPRESENTING YOU

**16. Do I have a lawyer in this case?**

Yes. The court appointed the following attorneys as Class Counsel: Robert S. Gianelli and Joshua S. Davis of 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.

**17. How will the lawyers get paid?**

Class Counsel will apply to the Court for an award of attorneys' fees and costs. After reviewing that application, the Court will determine the amount of any appropriate award. 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 the amounts the lawyers request. UnitedHealthcare will pay the fees and expenses that the Court awards. These amounts will not reduce the relief available to Class Members. UnitedHealthcare 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.

### 18. How do I tell the Court I don't like the settlement?

If you are a Class Member, you 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. can

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 Final Approval 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 (*Mary Caldwell v. United Healthcare Insurance Company*, Case No. 3:19-cv-02861-WHA), (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, 450 Golden Gate Avenue, San Francisco, CA 94102 and (c) be filed or postmarked on or before [insert date].

If your objection does not comply with the above requirements, your objection may be deemed waived and you may be barred from raising your objection in this lawsuit or any other proceeding.

### 19. 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.

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at [redacted] on [redacted], [redacted], 2023 in Courtroom 12—19th Floor of the United States District Court, located at 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. We do not know how long these decisions will take.

**21. 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**22. 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 *Mary Caldwell v. UnitedHealthcare Insurance Company, et al.*" Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [REDACTED], 2023 and be sent to the Settlement Administrator at the address stated above in response to question 18. You cannot speak at the hearing if you have excluded yourself from the Class.

## GETTING MORE INFORMATION

**23. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by contacting Class Counsel at Gianelli & Morris, 550 S. Hope Street, Suite 1645, 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://ecf.canduscourts.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

**24. What are the important dates and deadlines relating to this settlement?**

<b>Deadline</b>	<b>Event</b>
[REDACTED], 2023	Class Counsel will file a motion for approval of attorneys' fees and costs and request for a service award for the Class Representative.
[REDACTED], 2023	Last day to submit a request for exclusion from the proposed Settlement.
[REDACTED], 2023	Last day to serve Class Counsel and UnitedHealthcare with objections to the proposed settlement.
[REDACTED], 2023	Last day to file Notice of Intent to Appear.
[REDACTED], 2023	Final Approval Hearing

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable William Alsup  
United States District Court Judge

**[EXHIBIT B]**

1 ROBERT S. GIANELLI, #82116  
2 JOSHUA S. DAVIS, #193187  
3 ADRIAN J. BARRIO, #219266  
4 GIANELLI & MORRIS, A Law Corporation  
5 550 South Hope Street, Suite 1645  
6 Los Angeles, California 90071  
7 Tel: (213) 489-1600; Fax: (213) 489-1611  
8 rob.gianelli@gmlawyers.com  
9 joshua.davis@gmlawyers.com  
10 adrian.barrio@gmlawyers.com

11 Attorneys for Plaintiff, MARY CALDWELL,  
12 on behalf of herself and all others similarly situated

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA

15 MARY CALDWELL; on behalf of  
16 herself and all others similarly situated,

17 Plaintiffs,

18 v.

19 UNITEDHEALTHCARE  
20 INSURANCE COMPANY; and  
21 UNITED HEALTHCARE SERVICES,  
22 INC.;

23 Defendants.

Case No.: 4:19-cv-02861-WHA

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

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1 The Renewed Motion of Plaintiff Mary Caldwell (“Plaintiff”), on behalf of herself and the  
2 Class, for preliminary approval of the proposed class action Settlement reached with Defendants  
3 United HealthCare Services, Inc. (“UHS”), and United Healthcare Insurance Company (“UHIC”)  
4 (collectively, “United”) in this lawsuit (the “Litigation”), came on for hearing before this Court on  
5 \_\_\_\_\_, 2023. Michael M. Maddigan appeared as attorney for United, and Robert S. Gianelli and  
6 Joshua S. Davis appeared as attorneys for Plaintiff and the Class. After considering the revised  
7 Settlement Agreement, the moving papers, arguments of counsel, and all other matters presented  
8 to the Court, the Court finds that:

9 1. This class action, *Mary Caldwell v. UnitedHealthcare Insurance Company, et al.*,  
10 Case No. 4:19-cv-02861-WHA, arises from a Complaint and First Amended Complaint for  
11 Benefits, Determination of Rights and Breach of Fiduciary Duty Under ERISA, seeking  
12 declaratory and injunctive relief on behalf of the class pursuant to 29 U.S.C. section 1132(a)(1)(B)  
13 and 29 U.S.C. section 1132(a)(3).

14 2. The Complaint in this action was filed on May 23, 2019. The operative First  
15 Amended Complaint was filed on October 7, 2019.

16 3. United denies each and every claim and contention alleged or otherwise made or  
17 pursued against it by Plaintiff in this Litigation. United denies all charges of wrongdoing or  
18 liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that  
19 could have been alleged, in the Litigation.

20 4. The proposed Settlement resulted from an in-person arms-length negotiation, which  
21 included three settlement conferences with Magistrate Judge Thomas S. Hixson, and was  
22 concluded only after Plaintiff and United conducted their own investigations and evaluations of  
23 the factual and legal issues raised by Plaintiff’s claims and United’s defenses. Following the  
24 Court’s rejection of the initial settlement, the parties continued their negotiations and have reached  
25 a revised agreement with materially different terms.

26 5. Plaintiffs and Class Counsel have agreed to settle the Litigation after considering  
27 such factors as (a) the benefits to Plaintiff and the Class provided by the Agreement; (b) the risks  
28 and uncertainty of litigation, especially in complex actions such as this, as well as the difficulties

1 and delays inherent in such litigation; and (c) the desirability of consummating the Agreement in  
2 order to provide relief to Plaintiff and the Class. United has concluded that further litigation would  
3 be protracted and expensive, and considers it desirable to settle this Action for the purpose of  
4 avoiding the expense, burden, inconvenience, and inherent risk of litigation and the concomitant  
5 disruption of its business operations.

6 6. The Parties have entered into a revised Settlement Agreement (“the Settlement”) previously filed with this Court.

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

15 8. The Court has reviewed the notice provisions of Paragraph 13 of the Settlement and  
16 the form of the Notice of Proposed Settlement of Class Action and Final Approval Hearing  
17 attached to the Settlement as Exhibit A. The Court has determined that mailing the Class Notice to  
18 the last known addresses of the Class Members:

- 19 (a) constitutes the best practicable notice under the circumstances;
- 20 (b) is reasonably calculated to apprise Class Members of the pendency of the  
21 Litigation and of their right to object to or exclude themselves from the proposed Settlement;
- 22 (c) is reasonable and constitutes due, adequate, and sufficient notice to all  
23 persons entitled to receive notice; and
- 24 (d) meets all applicable requirements of Rule 23 of the Federal Rules of Civil  
25 Procedure, the United States Constitution, and its Amendments.

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

27 1. The Motion for Preliminary Approval is GRANTED. The Court preliminarily  
28 approves the proposed Settlement. All defined terms in the foregoing findings and this Order shall

have the same meanings as in the Settlement Agreement.

1           2.       A hearing (the “Final Approval Hearing”) will be held on \_\_\_\_\_, before the  
2 undersigned in the United States District Court for the Northern District of California, to consider  
3 the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be  
4 finally approved by the Court.

5           3.       The Court approves the proposed Mailed Notices and the plan for giving notice.

6           4.       United and Class Counsel are authorized to:

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

9                 (b)       retain a Settlement Administrator to help administer the proposed Settlement,  
10 including mailing the Notice.

11           5.       The Court appoints \_\_\_\_\_ as the Settlement Administrator to  
12 implement the terms of the Settlement.

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

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

18           8.       Class Counsel shall file their petition for approval of Class Counsel’s fees and  
19 expenses no later than 34 days after entry of this Order.

20           9.       Each Class Member who wishes to exclude himself or herself from the Class must  
21 submit an appropriate, timely written request for exclusion, postmarked no later than 35 calendar  
22 days from the date the Notices were sent to the Class Members, to the address provided in the  
23 Notices, which states all of the following: (a) the name, address, and telephone number of the  
24 person requesting exclusion; and (b) a clear and unequivocal statement that the person wishes to  
25 be excluded from the Class.

26           10.      Any Class Member who does not submit a timely, written request for exclusion in  
27 the form set forth in this Order shall be bound by all proceedings, orders, and judgments in the  
28 Litigation, even if such Class Member has previously initiated or subsequently initiates individual



1 litigation or other proceedings against United relating to the denial of a request for liposuction to  
2 treat lipedema during the Class period.

3 11. Each Class Member who wishes to object to the fairness, reasonableness, or  
4 adequacy of the Agreement, the proposed Settlement, or to the award of attorneys' fees and  
5 expenses shall send to the Administrator, no later than 35 calendar days from the Notices were  
6 sent to the Class Members, a written statement of the objections, as well as the specific reason(s),  
7 if any, for each objection, including any legal support the Class Member wishes to bring to the  
8 Court's attention and any evidence or other information the Class Member wishes to introduce in  
9 support of the objections. Class Members may object either on their own or through an attorney  
10 retained at their own expense. The written objection must also contain the Class Member's name,  
11 address, signature, and telephone number.

12 12. Any Class Member who files and serves a written objection, as described in  
13 Paragraph 11 above, may appear at the Final Approval Hearing, either in person or through  
14 counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or  
15 adequacy of this Agreement or the proposed Settlement. Class Members or their attorneys who  
16 intend to make an appearance at the Final Approval Hearing must deliver a notice of intention to  
17 appear to Class Counsel and to United's Counsel, and file that notice with the Court, no later than  
18 forty-five (45) calendar days from the date Notice was sent to the Class Members.

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

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

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

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

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

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

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

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

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21. 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: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable William Alsup  
United States District Court Judge

**[EXHIBIT C]**

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ROBERT S. GIANELLI, #82116  
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Attorneys for Plaintiff, MARY CALDWELL,  
on behalf of herself and all others similarly situated

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARY CALDWELL; on behalf of  
herself and all others similarly situated,  
  
  Plaintiffs,  
  
  v.  
  
UNITEDHEALTHCARE  
INSURANCE COMPANY; and  
UNITED HEALTHCARE SERVICES,  
INC.;  
  
  Defendants.

Case No.: 4:19-cv-02861-WHA  
  
**[PROPOSED] FINAL ORDER  
APPROVING CLASS ACTION  
SETTLEMENT AND JUDGMENT**

1 The Renewed Motion of Plaintiff Mary Caldwell (“Plaintiff”), on behalf of  
2 herself and the Class, for final approval of the class action Settlement reached with  
3 Defendants United HealthCare Services, Inc. (“UHS”) and United Healthcare  
4 Insurance Company (“UHIC”) (collectively, “United”) in this lawsuit (the  
5 “Litigation”) came on for hearing before this Court on [REDACTED]. Plaintiff and United are  
6 collectively referred to herein as the “Parties.” Michael M. Maddigan appeared as  
7 attorney for United, and Robert S. Gianelli and Joshua S. Davis appeared as attorneys  
8 for Plaintiff and the Class. After considering the Settlement, the moving papers,  
9 arguments of counsel, and all other matters presented to the Court, it is hereby  
10 ORDERED, ADJUDGED, AND DECREED, as follows:

11 1. The Renewed Motion for Final Approval of Class Action Settlement is  
12 hereby GRANTED.

13 2. This Final Order Approving Class Action Settlement and Judgment  
14 (“Final Order and Judgment”) incorporates and makes part hereof: (a) the Parties’  
15 Settlement Agreement filed on [REDACTED], including Exhibits A to D [Dkt. No. [REDACTED]]  
16 (collectively the “Agreement”); and (b) the Court’s findings and conclusions  
17 contained in its Order Granting Motion for Preliminary Approval of Class Action  
18 Settlement [Dkt. No. [REDACTED]] (the “Preliminary Approval Order”). All defined terms in  
19 this Final Order and Judgment shall 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 Class. The  
23 Court has subject matter jurisdiction over the claims asserted in this Litigation to  
24 approve the Settlement, and all exhibits attached thereto. Venue is proper. The  
25 Settlement is fair, reasonable and adequate, and consistent and in compliance with the  
26 applicable provisions of the United States Constitution, its Amendments, and the  
27 Federal Rules of Civil Procedure, as to, and in the best interests of, the Class. The  
28 Court also finds that the Settlement resulted from arms-length negotiations, including  
two settlement conferences with Magistrate Judge Thomas S. Hixson, and was

1 concluded only after Plaintiffs and United conducted their own investigations and  
2 evaluations of the factual and legal issues raised by Plaintiff's claims, as well as  
3 United's defenses, and only after the Court previously rejected an earlier settlement.  
4 [No objections have been made to the Settlement by any member of the Class] or  
5 [The Court has considered and denied all objections filed in this Litigation].  
6 Accordingly, the Settlement is hereby finally approved.

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

9 6. Pursuant to the Court's Preliminary Approval Order, the notice  
10 requirement was satisfied in that the Class Administrator sent the Notice to each  
11 Class Member, no later than 34 days after entry of the Preliminary Approval Order,  
12 by first-class mail, postage prepaid, to each Class Member's last known address, and  
13 where necessary, further steps were taken in accordance with the Agreement to obtain  
14 updated addresses when the mail was returned as undelivered and to re-send the  
15 Notice. Class Members had the opportunity to object to the Settlement and the  
16 Agreement, or to exclude themselves from the Class, and they were informed of the  
17 date, time, and location of the Final Approval Hearing and had the opportunity to  
18 appear at the Final Approval Hearing. These procedures afforded protections to  
19 persons in the Class and provide the basis for the Court to make an informed decision  
20 on approval of the Settlement based on the responses of Class Members.

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

6 9. [No Class Members have requested exclusion from the *Caldwell* Class]  
7 or [The list of those Class Members who have requested exclusion from the Class in  
8 accordance with the terms of the Agreement and the Preliminary Approval Order has  
9 been filed with the Court, is attached to this Order, and is hereby approved. Those  
10 persons are hereby excluded from the Class. The Court finds that it is a complete list  
11 of all Class Members who have timely requested exclusion from the Class, and  
12 accordingly, such Class Members shall not be bound by this Final Order and  
13 Judgment or the Agreement.]

14 10. Class Counsel are hereby awarded attorneys' fees and costs in the  
15 amount of \$\_\_\_\_. ("Class Counsel Payment"). This amount covers any and all claims  
16 for attorneys' fees, expenses, and costs incurred by any and all Class Counsel in  
17 connection with the Settlement of the Litigation and the administration of such  
18 Settlement. Class Counsel Payment shall be provided by United to Gianelli & Morris  
19 in accordance with Paragraph 12 of the Settlement.

20 11. The release of claims set forth in Paragraph 10 of the Settlement is  
21 incorporated herein and effective as of the date of this Final Order and Judgment, and  
22 forever discharges the Released Parties from any claims or liabilities arising from or  
23 related to the Released Claims.

24 12. Without affecting the finality of this Final Order and Judgment for  
25 purposes of appeal, the Court shall retain jurisdiction as to all matters relating to  
26 administration, consummation, enforcement, and interpretation of the Settlement and  
27 this Order, and for any other necessary purpose; *provided, however*, that nothing in  
28 this paragraph shall restrict the ability of the Parties to exercise their rights under  
Paragraphs 15, 16, and 17 of this Final Order and Judgment. The Parties submit to the



1 jurisdiction of the Court for purposes of administration, construction, consummation,  
2 enforcement, and interpretation of the Settlement.

3 13. The Settlement is binding on, and has *res judicata* and preclusive effect  
4 in, all pending and future lawsuits or other proceedings maintained by or on behalf of  
5 Plaintiff 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  
9 Order and Judgment or the Settlement is, may be construed as, or may be used as an  
10 admission or concession by or against United of the validity of any claim or any  
11 actual or potential fault, wrongdoing or liability whatsoever. Entering into or carrying  
12 out the Settlement, and any negotiations or proceedings relating to it, shall not in any  
13 event be construed as, or deemed evidence of, an admission or concession as to  
14 Plaintiff's claims or United's denials or defenses, and shall not be offered or received  
15 in evidence in any action or proceeding against any party hereto in any court,  
16 administrative agency or other tribunal for any purpose whatsoever, except as  
17 evidence of the Settlement or to enforce the provisions of this Final Order and  
18 Judgment or the Settlement; provided, however, that this Final Order and Judgment  
19 and the Settlement may be filed in any action against or by United or the Class  
20 Members to support a defense of *res judicata*, collateral estoppel, release, waiver,  
21 good-faith Settlement, judgment bar or reduction, full faith and credit, or any other  
22 theory of claim preclusion, issue preclusion or similar defense or counterclaim to the  
23 extent allowed by law.

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

1 17. Any work product retained by Plaintiff 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 United shall  
4 be deemed Confidential Material pursuant to the terms of the Protective Order, and  
5 the 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  
7 entered 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  
10 commencing, instituting, or continuing to prosecute any action or proceeding in any  
11 court of law or equity, arbitration tribunal, administrative forum, or other forum of  
12 any kind, asserting any of the Released Claims against any of the Released Parties,  
13 except for claims to 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  
16 a class member resides and the appropriate Federal official” a specified group of  
17 documents describing the settlement. Pursuant to section 1715(d), final approval  
18 cannot be issued earlier than 90 days after notice is given under section 1715(b).  
19 United served the necessary documents upon the appropriate officials on [REDACTED]. This  
20 order is signed more than 90 days after United served the documents. The Court  
21 therefore finds that United is in full compliance with the Class Action Fairness Act,  
22 28 U.S.C. section 1715.

23 21. 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: \_\_\_\_\_

By: \_\_\_\_\_

Honorable William Alsup  
United States District Court Judge

**[EXHIBIT D]**

## UNITEDHEALTHCARE LIPOSUCTION FOR LIPEDEMA REIMBURSEMENT CLAIM FORM

You are receiving this Claim Form because you are a Class Member in the case captioned *Mary Caldwell v. UnitedHealthcare Insurance Company et al.*, Case No. 4:19-cv-02861-WHA.

If UnitedHealthcare denied your pre-authorization or post-service request for liposuction surgery to treat lipedema between January 1, 2015 and December 31, 2019, on the grounds that the requested was “unproven,” and you paid out-of-pocket for the surgery on or before [Effective Date], and were not reimbursed by any other source (including, for example, other insurance or Medicare), then you may use this Claim Form to request reimbursement from UnitedHealthcare. You have until [120 days from final approval] to submit the completed Claim Form. If you did not pay out-of-pocket for liposuction surgery, do not submit this form.

UnitedHealthcare shall pay the claims of any Class Member who (1) provide medical records stating that they had liposuction to treat lipedema after being denied coverage for liposuction to treat lipedema by United on the ground that the requested surgery was unproven, and (2) provides evidence of out of pocket payment. Reimbursement will be subject to a reduction only for the cost-share (co-insurance, co-pay, or deductible) that you would have paid under your contract with UnitedHealthcare if the claim originally had been covered. You will not be entitled to reimbursement for any portion of the payment that was covered by another health plan, insurer, Medicare, or any other third-party.

UnitedHealthcare will pay the claim for reimbursement of any Class Member who provides the above evidence within 60 days of receiving the claim, unless it needs additional information.

If you need assistance submitting the reimbursement request, please contact GIANELLI & MORRIS, at 550 South Hope Street, Suite 1645 Los Angeles, CA 90071, 213-489-1600 no later than [120 days after final approval]. Submitting this Claim Form does not guarantee that you will receive benefits.

### **Instructions:**

Please read all of the instructions and complete the Claim Form as indicated below.

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent reimbursement for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

When you have completed this Claim Form, please mail it—along with supporting documentation—directly to the Settlement Administrator at the address listed below:

Settlement Administrator

XXX

City, State

UNITEDHEALTHCARE MEMBER (OR FORMER MEMBER) INFORMATION				
Member (or former member) Name Last		First		Middle
Home Address			Date of Birth (Mo / Day / Yr)	Primary Phone Number
City	State	Zip	Patient Sex	Is this a new address? YES <input type="checkbox"/> NO <input type="checkbox"/>
UnitedHealthcare Member ID No.				

CONTINUED ON NEXT PAGE

OTHER COVERAGE OR BENEFITS INFORMATION				
Have you received coverage or benefits from any other health plan or health insurance company for liposuction surgery to treat lipedema?  YES <input type="checkbox"/> NO <input type="checkbox"/>		If you were enrolled in Medicare when you paid out-of-pocket for liposuction surgery to treat lipedema, indicate the parts you were enrolled in at the time of coverage:  PART A <input type="checkbox"/> PART B <input type="checkbox"/>		
If the answer is "Yes" to the above, what date did you receive coverage or benefits?  Date:		If you were enrolled in Medicare when you paid out-of-pocket for liposuction surgery to treat lipedema, what dates were you enrolled?  Effective Date:                                      End Date:		
Name of other health plan or insurance company			Policy No. / Subscriber No.	
Health Plan or Insurance company address		City	State	Zip
Name of policyholder			Social Security No.	Date of Birth
Employer Name	Employer Address		City	State      Zip

AUTHORIZATION TO OBTAIN AND RELEASE MEDICAL INFORMATION
<p>I hereby authorize any physician, health care practitioner, hospital, clinic, or other medically-related facility to furnish to UnitedHealthcare, its agents, designees, or representatives, any and all information pertaining to medical treatment for purposes of reviewing, investigating, or evaluating this claim. I also authorize UnitedHealthcare, its agents, designees, or representatives to disclose to a hospital or health care service plan, insurer, or self-insurer any such medical information obtained if such disclosure is necessary to allow the processing of any claim.</p> <p>This authorization becomes effective immediately and will remain in effect until _____.</p> <p>A photocopy or scan of this authorization will be considered as effective and valid as the original.</p> <p>I certify that the above statements are correct.</p>

UNITEDHEALTHCARE MEMBER, FORMER  
MEMBER, OR  
PARENT OR LEGAL GUARDIAN'S  
SIGNATURE (if Member is under 18 years old)

PRINT NAME

DATE

CONTINUED ON NEXT PAGE

INFORMATION RELATED TO YOUR LIPOSUCTION SURGERY

Instructions: Please complete this section to the best of your ability. In addition, please enclose (1) documentation related to proof of payment for your liposuction surgery to treat lipedema, and (2) medical records in your possession as well as reasonably available to you (e.g., your doctor’s or surgeon’s records available upon your request) related to your liposuction surgery.

Please submit the following documentation that demonstrates that you incurred and paid out-of-pocket for liposuction surgery to treat lipedema:

- (i) a bill from the health care provider and/or medical facility (which includes the date of service and a description of the service provided); and
- (ii) one of the following:
  - (a) cancelled checks that correspond to the bill for the liposuction surgery; or
  - (b) receipts from your health care provider(s) and/or medical facility(ies); or
  - (c) credit card receipts reflecting your payment to the health care provider(s) and/or medical facility(ies).

You can request a copy of your bill showing both your payment and the date of services received from your provider if you have not kept a copy. You must include both a copy of the bill, as well as proof that you paid the bill, with your claim form.

UnitedHealthcare cannot process your reimbursement without adequate proof of payment.

Dates Of Service	Place Of Service	Health Care Provider	Service Received	Amount You Paid For Service
Example June 17, 2015	Santa Rosa Medical Group	John Smith	Liposuction for lipedema	\$3,000
1.				
2.				
3.				
4.				

I AFFIRM THAT I HAVE PROVIDED TRUE AND ACCURATE INFORMATION ON THIS CLAIM FORM AND ACCOMPANYING CLAIM FORM DOCUMENTATION PAGE(S) TO THE BEST OF MY ABILITY. I UNDERSTAND THIS CLAIM IS SUBJECT TO REVIEW AND VERIFICATION, AND THAT UNITED HEALTHCARE MAY REQUEST THAT I SUBMIT ADDITIONAL INFORMATION TO SUPPORT MY CLAIM FOR REIMBURSEMENT,

UNITED HEALTHCARE MEMBER, FORMER MEMBER, OR  
PARENT OR LEGAL GUARDIAN'S SIGNATURE (if Member is under 18 years old

---

DATE



**[EXHIBIT E]**

## UNITEDHEALTHCARE LIPOSUCTION FOR LIPEDEMA RE-REVIEW CLAIM FORM

You are receiving this Claim Form because you are a Class Member in the case captioned *Mary Caldwell v. UnitedHealthcare Insurance Company et al.*, Case No. 4:19-cv-02861-WHA.

If UnitedHealthcare denied your pre-authorization request for liposuction surgery to treat lipedema between January 1, 2015 and December 31, 2019, on the grounds that the requested was “unproven,” and you have not yet had the surgery, you may use this form to request re-review. You have until [120 days from final approval] to submit the completed Claim Form. If you already paid out-of-pocket for liposuction surgery, do not submit this form. Please submit the reimbursement claim form.

UnitedHealthcare shall authorize and reimburse for a future surgery for which re-review is requested through this Claim Form for any Class Member who (1) attests under penalty of perjury that they currently have no other insurance or benefit plan that provides coverage for liposuction to treat lipedema and (2) their surgeon verifies that the pre-service request is for medically necessary liposuction to treat lipedema.

UnitedHealthcare will notify you whether the request is approved within 60 days of receiving the surgeon verification or any follow-up information United Healthcare requests from the surgeon.

If you need assistance submitting the reimbursement request, please contact GIANELLI & MORRIS, at 550 South Hope Street, Suite 1645 Los Angeles, CA 90071, 213-489-1600 no later than [120 days after final approval]. Submitting this Claim Form does not guarantee that you will receive benefits.

### **Instructions:**

Please read all of the instructions and complete the Claim Form as indicated below.

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent reimbursement for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

When you have completed this Claim Form, please mail it—along with supporting documentation—directly to the Settlement Administrator at the address listed below:

Settlement Administrator

XXX

City, State

UNITEDHEALTHCARE MEMBER (OR FORMER MEMBER) AND SURGEON INFORMATION				
Member (or former member) Name Last		First		Middle
Home Address			Date of Birth (Mo / Day / Yr)	Primary Phone Number
City	State	Zip	Patient Sex	Is this a new address? YES <input type="checkbox"/> NO <input type="checkbox"/>
UnitedHealthcare Member ID No.				

Requesting Provider/facility name:
Requesting Provider/facility NPI:
Requesting Provider/facility phone number:
Requesting Provider/facility fax number:

CONTINUED ON NEXT PAGE

OTHER COVERAGE OR BENEFITS INFORMATION				
Do you currently have coverage or benefits from any other health plan or health insurance company for liposuction surgery to treat lipedema?  YES <input type="checkbox"/> NO <input type="checkbox"/>		If you are currently enrolled in Medicare, indicate the parts you were enrolled in at the time of coverage:  PART A <input type="checkbox"/> PART B <input type="checkbox"/>		
Name of other health plan or insurance company			Policy No. / Subscriber No.	
Health Plan or Insurance company address		City	State	Zip
Name of policyholder			Social Security No.	Date of Birth
Employer Name	Employer Address		City	State      Zip

AUTHORIZATION TO OBTAIN AND RELEASE MEDICAL INFORMATION
<p>I hereby authorize any physician, health care practitioner, hospital, clinic, or other medically-related facility to furnish to UnitedHealthcare, its agents, designees, or representatives, any and all information pertaining to medical treatment for purposes of reviewing, investigating, or evaluating this claim. I also authorize UnitedHealthcare, its agents, designees, or representatives to disclose to a hospital or health care service plan, insurer, or self-insurer any such medical information obtained if such disclosure is necessary to allow the processing of any claim.</p> <p>This authorization becomes effective immediately and will remain in effect until _____.</p> <p>A photocopy or scan of this authorization will be considered as effective and valid as the original.</p> <p>I certify that the above statements are correct.</p>

UNITEDHEALTHCARE MEMBER, FORMER  
MEMBER, OR  
PARENT OR LEGAL GUARDIAN'S  
SIGNATURE (if Member is under 18 years old)

PRINT NAME

DATE

CONTINUED ON NEXT PAGE

Member Affirmation	
<p>I AFFIRM THAT I HAVE PROVIDED TRUE AND ACCURATE INFORMATION ON THIS CLAIM FORM AND ACCOMPANYING CLAIM FORM DOCUMENTATION PAGE(S) TO THE BEST OF MY ABILITY. I UNDERSTAND THIS CLAIM IS SUBJECT TO REVIEW AND VERIFICATION, AND THAT UNITED HEALTHCARE MAY REQUEST THAT I SUBMIT ADDITIONAL INFORMATION TO SUPPORT MY RE-REVIEW REQUEST</p>	
<p>UNITED HEALTHCARE MEMBER, FORMER MEMBER, OR PARENT OR LEGAL GUARDIAN'S SIGNATURE (if Member is under 18 years old)</p> <p>_____</p>	<p>DATE</p>

Surgeon Affirmation	
<p>I AFFIRM THAT I AM REQUEST PRE-AUTHORIZATION FOR MEDICALLY NECESSARY LIPOSUCTION TO TREAT LIPEDEMA</p>	
<p>SIGNATURE OF PROVIDER</p> <p>_____</p>	<p>DATE</p>
<p>CONTACT NAME OF OFFICE PERSONNEL TO CALL WITH QUESTIONS: TELEPHONE NUMBER:</p>	

S