

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	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.
EXCLUDE YOURSELF	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.
OBJECT	Write to the Court about why you don’t like the settlement.

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

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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 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 1-866-848-0924 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.

If you want to participate in the settlement, you do not have to do anything now. If the settlement gets final approval, you will be sent a claim form after the final approval, which you will then have to fill out and **submit no later than April 12, 2024**.

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.

If you want to participate in the settlement, you do not have to do anything now. If the settlement gets final approval, you will be sent a claim form after the final approval, which you will then have to fill out and **submit no later than April 12, 2024**.

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 October 20, 2023**, to:

United Lipedema Settlement
c/o JND Legal Administration
PO Box 91232
Seattle, WA 98111

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?

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 October 20, 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.

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 **mailed, no later than October 20, 2023** to:

United Lipedema Settlement
c/o JND Legal Administration
PO Box 91232
Seattle, WA 98111

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. If you object but do not exclude yourself, and your objection is overruled in whole or in part, then you will nevertheless be bound by the settlement.

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 11:00 a.m. on November 16, 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 November 9, 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.UnitedLipedemaSettlement.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://pacer.uscourts.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?

Deadline	Event
August 17, 2023	Class Counsel will file a motion for approval of attorneys' fees and costs and request for a service award for the Class Representative.
October 20, 2023	Last day to submit a request for exclusion from the proposed Settlement.
October 20, 2023	Last day to serve Class Counsel and UnitedHealthcare with objections to the proposed settlement.
November 9, 2023	Last day to file Notice of Intent to Appear.
November 16, 2023 at 11:00 a.m.	Final Approval Hearing
December 14, 2023	Claim forms delivered to Class Members
April 12, 2024	Last day to submit claim form

Dated: August 10, 2023

Honorable William Alsup
United States District Court Judge