

LEGAL NOTICE BY ORDER OF
THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

NOTICE OF PENDENCY OF CLASS ACTION

If you were a member of a health benefit plan administered by Aetna and subject to ERISA, and you received chiropractic or physical therapy services after July 12, 2012, and you were improperly charged an administrative fee, you may be eligible to get a payment from the proposed settlement of a class action lawsuit.

READ THIS NOTICE CAREFULLY – YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED
CLASS ACTION SETTLEMENT PENDING IN THIS COURT

A federal court authorized this notice. This is not a solicitation from a lawyer.

- **There is a proposed settlement (“Settlement”) with Aetna Inc. and Aetna Life Insurance Co. (together, “Aetna”) and OptumHealth Care Solutions, LLC (“Optum”) in a class action lawsuit, *Peters v. Aetna Inc., et al.*, Civ. No. 15-109-MR (W.D.N.C.) (the “Action”).**
- You are receiving this Notice because your rights may be affected by the Settlement regarding covered benefit claims for chiropractic or physical therapy services that you submitted under a health care plan insured or administered by Aetna that was covered by the Employee Retirement Income Security Act of 1974 (“ERISA”) (an “Aetna Plan”). The Settlement will resolve a lawsuit over whether Aetna and Optum (together, “Defendants”) violated ERISA when Aetna imposed a fee for administrative services performed by its vendor Optum.
- You may be a member of the two classes certified by the Court in this lawsuit: (i) a class of plan members who paid more for a claim than they should have (referred to herein as the “Member Class”); and/or (ii) a class of plan members whose Aetna Plans paid more for a claim than they should have (referred to herein as the “Plan Class”). This Notice refers to the Member Class and Plan Class together as the “Classes.”
- The lawsuit is pending in federal court in Asheville, North Carolina (the “Court”). The Court has ordered this Notice be sent to you. The purpose of this Notice is to inform you how the Settlement may affect your rights and what steps you may take. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses in this lawsuit.
- Defendants deny all of Plaintiff’s claims, but have agreed to the Settlement to resolve the Action.
- The Settlement provides monetary payments to eligible Class Members and their respective eligible Plans.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice. **Please read it carefully.**

QUESTIONS? CALL 1-800-322-1070 TOLL FREE, OR VISIT WWW.AETNAOPTUMADMINFEESETTLEMENT.COM

- If you have questions, go to www.AetnaOptumAdminFeeSettlement.com, call 1-800-322-1070, or email AetnaOptumAdminFeeSettlement@AtticusAdmin.com. You can also write to Aetna Optum Admin Fee Settlement Administrator, c/o Atticus Administration PO Box 64053 St. Paul, MN 55164.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENT	
DO NOTHING AND REMAIN A MEMBER OF THE CLASSES	<p>You do not need to do anything to be included in the Classes for the Settlement. As a member of the Classes, you may be entitled to remedies that the Court awards (if any). You automatically will be included in the Classes and your portion of the Settlement Fund will be calculated based on Aetna's records and records that you can submit.</p> <p>If you remain in the Class, you will give up your right to sue Defendants for claims relating to the subject matter of the lawsuit.</p>
EXCLUDE YOURSELF FROM THE CLASSES ("OPT-OUT")	<p>If you do not wish to be part of the Classes, you can exclude yourself ("opt-out").</p> <p>If you opt-out, you will not be eligible for any payment from the Settlement, nor will you be able to object to the Settlement. You will, however, keep any rights you currently have to sue Aetna and/or Optum about the subject matter of the lawsuit.</p>
OBJECT TO THE SETTLEMENT	<p>Write to the Court about why you don't like the Settlement. To object to the Settlement, you must send a copy of your objection via mail to the Court, Class Counsel, and counsel for Defendants. Their addresses are listed below. Your written objection must be filed with the Court and sent to Class Counsel and counsel for Defendants no later than July 10, 2025.</p> <p>If you object to the Settlement, you will remain a Class member.</p>
GO TO A HEARING	<p>Ask to speak in Court about the fairness of the Settlement.</p> <p>The Court will hold a Fairness Hearing on August 22, 2025, at the United States District Court for the Western District of North Carolina, 100 Otis Street, Asheville, NC 28801, to consider whether the Settlement is fair, reasonable, and adequate, including whether the proposed plan of allocating the Settlement, the proposed award of Class Counsel's attorneys' fees and costs, and the proposed incentive award for the class representative are fair, reasonable and adequate. If you want to speak at the Fairness Hearing, you must let the Court and the parties know by providing the Court and the parties with a letter that is received by July 10, 2025, stating that you intend to appear at the hearing. You cannot speak at the hearing if you opt-out of the Settlement.</p>

1. Why should I read this Notice?

- This Notice provides a summary of the lawsuit and the Settlement. It also describes who is eligible to be included in the Classes; the effect of staying in the Classes; the effect of opting out of the Settlement; and how to opt-out if you want to.

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- You may be entitled to monetary relief from the Settlement.
- **Your legal rights will be affected whether you act or do nothing.**

2. What is a class action and who is involved?

- In a class action lawsuit, one or more “class representatives” sue on behalf of themselves and other people who have similar claims. Together, the class representatives and other people who have similar claims are called a “class” or “class members.” In a class action, one court may resolve the claims for all class members. The class representative in this case is Sandra M. Peters (“Plaintiff” or “Ms. Peters”).

3. What is this lawsuit about?

- This is a civil lawsuit filed by Ms. Peters in the United States District Court for the Western District of North Carolina, Asheville Division. The defendants are Aetna, Inc., Aetna Life Insurance Company, and OptumHealth Care Solutions, LLC (“Defendants”).
- As detailed in Plaintiff’s complaint, Ms. Peters alleges that she was a member of an Aetna Plan and that she obtained covered chiropractic or physical therapy services from a healthcare provider contracted with Aetna through Optum’s provider network (“Optum Provider Services”). Ms. Peters alleges that Defendants violated the terms of Class Members’ health plans and ERISA by failing to adhere to the written terms of her Aetna Plan; misrepresenting and misclassifying Optum’s administrative fee (the “Optum fee”) as medical expenses; and improperly collecting Optum fees from her and her Aetna Plan. Ms. Peters brought the case as a putative class action, and sought a variety of remedies to redress Defendants’ alleged misconduct.
- On June 5, 2023, the Court certified the Classes and appointed Ms. Peters as class representative for both Classes.
- Defendants deny any and all liability to the Classes.
- The contractual arrangement between Aetna and Optum under which the claims of Plaintiff and the Classes arose concerned Optum Provider Services in the following states: **North Carolina, South Carolina, Georgia, Virginia, Illinois, Indiana, and the District of Columbia**. The arrangement ended on April 1, 2023.

4. Who is a member of each Class?

- The Member Class is defined as: “All participants or beneficiaries of Aetna Plans for whom coinsurance responsibility for a claim was assessed using an agreed rate between Optum and Aetna that exceeded the provider’s contracted rate with Optum for the treatment provided.”
- The Plan Class is defined as: “All participants or beneficiaries of self-insured Aetna Plans for which plan responsibility for a claim was assessed using an agreed rate between Optum and Aetna that exceeded the provider’s contracted rate with Optum for the treatment provided.”
- The time period for the Classes is July 12, 2012 to the Effective Date of the Settlement Agreement.

5. Did the Court decide who is right?

- No. The parties entered into the Settlement before the lawsuit reached a decision on the merits, so if the Court approves the Settlement there will not be a decision about which side was right.

WHAT THE SETTLEMENT PROVIDES

6. What does the Settlement do?

The Settlement has two major parts: (1) payments to eligible Member Class members and Plans; and (2) a release by Members of both Classes of all legal claims against Defendants relating to the subject matter of the Action. **All payments under the Settlement will be made according to a Plan of Allocation proposed by Plaintiffs and approved by the Court.**

(1) Payments from the Settlement Fund

Under the Settlement, Defendants will pay \$4.8 million for the benefit of the Classes: \$4.6 million from Aetna and \$200,000 from Optum. This Settlement Amount, less any class representative incentive award and amounts for Settlement Administration, will make up the “Settlement Fund.” The Settlement Fund will be used to make Settlement payments to eligible Member Class members and to eligible Plans. A Settlement Administrator who has experience handling cases that involve personal health information will oversee the distribution of payments from the Settlement Fund.

Under the proposed Plan of Allocation, half of the Settlement Amount (\$2.4 million) will be used to remedy injuries to Member Class members, and the other half will be used to remedy injuries to Plans.

a. Payments to Member Class Members

The allocation of the Settlement Fund to Member Class members will be based on each Class Member’s “Individual Claim” as follows:

- “Individual Claim”: A Class member’s Individual Claim will be the total of the excess amount that the Class Member paid for covered Optum Provider Services received during the Class Period, which is the difference between (A) the agreed rate between Optum and Aetna and (B) the provider’s contracted rate with Optum.
 - As a simple example, for illustrative purposes only: If a Class member paid \$10 for one chiropractic and/or physical therapy session where the Optum Provider’s contracted rate with Optum was \$8, the Class member’s Individual Claim for that claim would be \$2 (\$10 - \$8 = \$2). If the Class member had 10 such sessions, the total Individual Claim for all 10 claims would be \$20 (\$2 per session x 10 sessions = \$20).
- The Individual Claim for claims of Member Class members that arose between July 12, 2012 and December 31, 2017 will be calculated based on Aetna’s records.
- The Individual Claim for claims of Member Class members that arose **after** December 31, 2017 will be calculated for members who submit adequate information showing that, at the time of their post-2017 claim, their Aetna Plan document (the Summary Plan Description) did **not** include language disclosing that the allowed amount could include an administrative fee.

- **If you choose to submit evidence of Individual Claims for post-2017 claims, you have until July 10, 2025 to submit that evidence** to the Settlement Administrator. An example of valid documentation is a copy of your Summary Plan Description in effect at the time of your claim.
 - Documentation should be sent to the Settlement Administrator at: Aetna Optum Admin Fee Settlement Administrator, c/o Atticus Administration PO Box 60453 St. Paul, MN 55164. You can also email a PDF copy of the documentation to: AetnaOptumAdminFeeSettlement@AtticusAdmin.com. Additionally, you can contact the Settlement Administrator if you are unsure of when your post-2017 claim occurred.
 - **SUBMISSIONS TO SUPPORT INDIVIDUAL CLAIMS FOR POST-2017 CLAIMS THAT ARE NOT POSTMARKED ON OR BEFORE JULY 10, 2025, OR ARE NOT SUBMITTED ELECTRONICALLY ON OR BEFORE 11:59 PM EASTERN TIME ON JULY 10, 2025, WILL NOT BE CONSIDERED WHEN CALCULATING YOUR INDIVIDUAL CLAIM.**
- The maximum of an individual Member Class member's Individual Claim for purposes of calculating the share of distribution is \$5,000.
 - If you qualify to receive a distribution from the Settlement Fund, your payment may be less than your Individual Claim. The amount of your payment will depend on, among other things, the records submitted by Member Class members for claims after December 31, 2017.
 - No De Minimis Payment. Where a Member Class member would receive a payment of less than \$15, the Member Class member will not receive a payment.
 - If the total Individual Claims for the entire Member Class is less than \$2.4 million, then each Member Class member who qualifies to receive a payment will receive a payment of 100% of their Individual Claim. If the total Individual Claims for the entire Member Class is more than \$2.4 million, then each Member Class member who qualifies to receive a payment will receive a pro rata share of their Individual Claim.

b. Payments to Plans

The Plan Class consists of members of Aetna Plans who asserted claims to recover alleged losses suffered by their Aetna Plans. Thus, amounts paid from the Settlement Fund relating to claims of the Plan Class will be paid to the Aetna Plans.

Each Plan's claim will be calculated based on the total amount of Optum fees that the Plan paid for Optum Provider Services for members of that Plan. Each Plan eligible to receive a payment will receive a proportional (pro rata) share of the Plan Class's portion of the Settlement Fund.

No De Minimis Payment. Where a Plan would receive a payment of less than \$500, the Plan will not receive a payment.

If the total Individual Claims for the entire Member Class is less than \$2.4 million, then the remaining amount will be allocated to make payments to Plans in accordance with the Plan of Allocation.

(2) Release of Claims Against Defendants

Upon the Effective Date of the Settlement after final approval, all Class Members for both Classes will release each of the Defendants (and related entities) for any and all legal claims arising out of or related to the subject matter of the case. The definition of “Released Claims” in the Settlement Agreement is:

“[A]ny and all past, present and future claims, actions, causes of action, rights or liabilities, costs, expenses, losses, debts, or claims, regardless of forum, contingent or non-contingent, accrued or unaccrued, known or unknown, that were asserted in the Action or that could have been asserted in the Action before the date of final approval of the settlement, including any and all claims relating to or arising from benefit claims in which member or plan responsibility for a claim for Optum Provider Services was assessed using an agreed rate between Optum and Aetna that exceeded the provider’s contracted rate with Optum. For avoidance of doubt, Released Claims cover any and all claims relating to or arising from the subject matter of the Action.”

7. What happens if I do nothing?

If you do nothing, you will be included in the Classes. You will be eligible to get a payment according to the Plan of Allocation described above. And you will be bound by the Settlement if it is finally approved by the Court. If you want to pursue any claim related to the issues in this case on your own and at your own expense, you should opt-out of the Settlement.

If you do nothing, you will not be able to sue Aetna or Optum on your own for the Released Claims as described in the part of Question 6 titled “Release of Claims against Defendants.”

8. How can I exclude myself (“opt-out”) from the Classes?

- If you choose to opt-out, you will **not** be eligible to receive any payment as part of the Settlement. And you could, at your own expense, bring your own legal claim(s) against Defendants relating to the subject matter of this case.
- If you wish to opt-out, you **must** submit an opt-out request. To opt-out, go to www.AetnaOptumAdminFeeSettlement.com and follow the directions for how to fill out and submit the Opt-Out Form: you can (1) download and print out the Opt-Out Form from the website, fill it out and sign it, and send it by first class mail to the Settlement Administrator at: Aetna Optum Admin Fee Settlement Opt-Out, c/o Atticus Administration PO Box 64053 St. Paul, MN 55164; (2) email the completed and signed Opt-Out Form to the Settlement Administrator at AetnaOptumAdminFeeSettlement@AtticusAdmin.com; or (3) mail or email to the Settlement Administrator a request for exclusion that includes your full name (and business name, if applicable), mailing address, email address, signature (or an electronic signature consisting of “/s/” plus your typed name), and the following statement: “I request that I be excluded from the Classes in *Peters v. Aetna*, Civ. No. 15-109-MR (W.D.N.C.).” An opt-out request that does not clearly state you wish to be excluded—or that makes conflicting requests to be excluded and to receive monies under the Settlement—will not be treated as a valid opt-out.

REQUESTS TO OPT-OUT THAT ARE NOT POSTMARKED ON OR BEFORE JULY 10, 2025, OR ARE NOT SUBMITTED ELECTRONICALLY ON OR BEFORE 11:59 PM EASTERN TIME ON JULY 10, 2025, WILL NOT BE HONORED.

Only submit an opt-out request if you do NOT wish to participate in the Classes and do NOT want to be eligible for any payment from the Settlement Fund.

Objecting to the Settlement

9. How do I object to the Settlement?

You can object to the Settlement, the proposed Plan of Allocation, the attorneys' fees and expenses requested, or the class representative incentive award. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve any of these things, but objecting will not exclude you from the Settlement. To object, you must send the Court a letter via first class mail stating why you object to the Settlement. Be sure to include your name, address, telephone number, and signature. You must mail the objection to these three different groups so that they are received by the Court, Class Counsel, and counsel for Defendants no later than July 10, 2025:

Court	Class Counsel
Clerk of the Court United States District Court for the Western District of North Carolina 100 Otis Street, Room 309 Asheville, NC 28801	Andrew N. Goldfarb D. Brian Hufford Jason S. Cowart ZUCKERMAN SPAEDER LLP 2100 L St NW #400 Washington, DC 20037
Aetna Counsel	Optum Counsel
Earl B. Austin Sarah Reeves BAKER BOTTS L.L.P. 30 Rockefeller Plaza New York, NY 10112	Brian D. Boone Michael R. Hoernlein Brandon C.E. Springer ALSTON & BIRD LLP Vantage South End 1120 South Tryon St #300 Charlotte, NC 28203

OBJECTIONS THAT ARE NOT RECEIVED BY THE COURT ON OR BEFORE JULY 10, 2025 WILL NOT BE HONORED.

10. Do I have a lawyer in the case?

Yes, unless you exclude yourself from the Classes. The interests of the Classes are represented by the class representative (Ms. Peters) and Plaintiff's counsel. The Court decided that two law firms ("Class Counsel") are qualified to represent the Classes. These firms are Zuckerman Spaeder LLP, 2100 L St NW #400, Washington D.C. 20037 and The Van Winkle Law Firm, 11 N. Market Street, Asheville, NC 28801.

11. How will Class Counsel and the class representative be paid?

Under the Settlement, Aetna has agreed to pay Class Counsel \$3.55 million for attorneys' fees and costs. The payment is separate from the payment of the Settlement Amount by the Defendants for the benefit of the Classes. Class Counsel will file a motion requesting that the Court approve their request for attorneys' fees and costs no later than June 20, 2025, so you will have time to review that motion prior to deciding whether you want to object or opt-out.

This payment will compensate Class Counsel for their work investigating the facts, litigating the case, and negotiating the Settlement since the case started in mid-2015. The amount represents about a 50% discount on Class Counsel's fees.

The amount that the class representative (who brought the lawsuit and who has served as the named plaintiff) receives for her claims will be determined by the same Plan of Allocation used for all Class Members. In addition, the Settlement Agreement allows Class Counsel to ask the Court for an "incentive" award of up to \$20,000 for the class representative, to recognize her role and contributions to the case as the lead plaintiff for almost 10 years. Any incentive award must be approved by the Court.

Class Counsel's motion for attorneys' fees and costs, and an incentive award to the class representative, will be available on the website www.AetnaOptumAdminFeeSettlement.com, or you can contact the Settlement Administrator.

12. How is the cost of providing notice to Class members paid for?

Aetna and the Classes will each pay one-half of amounts reasonably incurred by the appointed Settlement Administrator. Aetna's share of such costs is separate from its payment of its portion of the Settlement Amount and the attorneys' fee amount. Optum will not pay any such costs. Aetna has indicated that it may be able to administer some aspects of the class notice and settlement-related functions internally.

THE FAIRNESS HEARING

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on August 22, 2025, at 9:00 am, at the United States District Court for the Western District of North Carolina, 100 Otis Street, Asheville, NC 28801. 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 judge in the case, Chief Judge Martin Reidinger, will listen to people who have asked in advance to speak at the hearing. The Court will also decide Class Counsel's request for attorneys' fees and expenses, as well as the request for the incentive award for the class representative. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

The Court can change the date of the hearing without further notice, so please check the docket for the case if you want to appear to make sure that the date and time have not changed.

14. 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. If you retain your own lawyer, your lawyer can attend on your behalf.

QUESTIONS? CALL 1-800-322-1070 TOLL FREE, OR VISIT WWW.AETNAOPTUMADMINFEESETTLEMENT.COM

15. 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 saying that it is your “Notice of Intention to Appear in *Peters v. Aetna*, No. 15-cv-109-MR.” Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than July 10, 2025, and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the four addresses in Question 9. You cannot speak at the hearing if you opted out of the Settlement.

16. How do I get more information?

- Additional information about this lawsuit is available at www.AetnaOptumAdminFeeSettlement.com. The information includes copies of Plaintiff’s complaint, the Settlement Agreement and its attachments; the Opt-Out Form and Objection Form; and the motion for preliminary approval of the Settlement, along with the exhibits to the motion. In addition, the motion for attorneys’ fees and expenses and the class representative incentive award will be posted to the website after it is filed on or before June 20, 2025.
- If you have additional questions about the Settlement or the case, you can go to www.AetnaOptumAdminFeeSettlement.com, call 1-800-322-1070, or email AetnaOptumAdminFeeSettlement@AtticusAdmin.com. You can also write to the Aetna Optum Admin Fee Settlement Administrator, c/o Atticus Administration PO Box 64053 St. Paul, MN 55164.
- **Correcting your mailing address.** If the Notice was sent to your correct mailing address, you do not have to do anything to receive further notices concerning this litigation. If the Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Settlement Administrator via the contact information provided in this Notice.