

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

DO NOT DISCARD THIS NOTICE.

THIS SETTLEMENT AFFECTS YOUR LEGAL RIGHTS

You have received this Notice because records indicate that you were a member, participant, and/or beneficiary of an employee welfare benefit plan governed by the Employee Retirement Income Security Act of 1974 (“ERISA”), which was administered and/or insured by Aetna Life Insurance Company (“Aetna”). In addition, between January 1, 2015, to March 31, 2024, you for yourself, or a beneficiary covered by your benefit plan, received a denial of all precertification requests and denials of all post-service benefit claims for the administration of proton beam therapy (“PBT”) to treat localized prostate cancer or received an approval for precertification of PBT and received denials of all post-service claims for the administration of PBT to treat localized prostate cancer.

The Settlement establishes a \$3.423 million Settlement Fund of which \$3.408 million will be used to pay a minimum of \$12,000 and a maximum of \$48,000 per Settlement Class Member as reimbursement for PBT for the treatment of localized prostate cancer.

The United States District Court for the Southern District of Florida authorized this Notice. This is not a solicitation from a lawyer. The Court in charge of this case is the United States District Court for the Southern District of Florida, and the case is titled Sharon Prolow and Mark Lemmerman v. Aetna Life Insurance Company, Case No. 9:20-cv-80545 (the “Action”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	Submitting a Settlement Claim Form is the only way to get a payment in this Settlement. The Settlement Claim Form is enclosed with this Notice. Aetna’s records indicate that you may qualify as a Settlement Class Member. By submitting the enclosed Claim Form you can establish your membership in the Class. All Settlement Class Members who complete and timely submit the enclosed Settlement Claim Form establishing their membership in the Class will receive a minimum payment of \$12,000. Upon the submission of proof that your Settlement Claim exceeds \$12,000, you may be able to receive a total payment of up to \$48,000.
DO NOTHING	If you do not submit a Settlement Claim Form and take no further action, you will not receive any payment and you will still be bound by the terms of the Settlement.
EXCLUDE YOURSELF	You will not receive any payment. This is the only option that allows you to ever be a part of any other lawsuit against Aetna or other “Affiliated Entities” related to the legal claims at issue in this case.
OBJECT TO THE SETTLEMENT	Advise the Court of your disagreement with the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement, at a hearing that the Court has scheduled for November 18, 2025.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
1. Why did I get this Letter?	
2. Which companies are part of the Settlement?	
3. What is this lawsuit about?	
4. Why is this a class action?	
5. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT	4-5
6. How do I know if I am part of the Settlement?	
7. Are there exceptions to being included?	
8. I'm still not sure if I am included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....	5-7
9. What do I need to participate in the Settlement and how much might my payment be?	
10. What is the appropriate proof that needs to be submitted to receive a payment in excess of \$12,000?	
11. Who is the Claims Administrator?	
12. If I am the intended recipient of this Notice, but my address has changed, what do I do to let you know my new address so that the check is sent to me at the right place?	
13. When will I get my payment?	
14. What if I disagree with the amount of my payment?	
15. What am I giving up in return for payment?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	7-8
16. How do I get out of the Settlement?	
17. What is a "Legally Authorized Representative"?	
18. If I don't exclude myself, can I sue the Defendant for the same thing later?	
19. If I exclude myself, can I get a payment from this Settlement?	
THE LAWYERS REPRESENTING YOU	8
20. Do I have a lawyer in this case?	
21. How will the lawyers get paid?	
OBJECTING TO THE SETTLEMENT	9
22. How do I tell the Court that I object to the Settlement?	
23. What's the difference between objecting and excluding yourself?	
THE COURT'S FINAL APPROVAL HEARING	10
24. When and where will the Court decide whether to approve the Settlement?	
25. Do I have to come to the Hearing?	
26. May I speak at the Hearing?	
IF YOU DO NOTHING	11
27. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	11
28. How do I get more information about the Settlement?	

BASIC INFORMATION

1. Why did I get this Letter?

You are receiving this letter (called a “Notice”) and the enclosed Settlement Claim Form because the Parties believe that you are a Settlement Class Member, based on a review of Aetna’s records.

The Court authorized this Notice and enclosed Settlement Claim Form because you have a right to know about a proposed settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. If the Court approves the Parties’ Class Action Settlement Agreement (“Settlement Agreement”), and after any objections and appeals are resolved, payments will be made to those who qualify.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available under the Settlement, who is eligible for them, and how to receive them.

Mark Lemmerman, who filed this Action, is called the “Plaintiff”, and the company he sued, Aetna, is called the “Defendant” in this Notice.

2. Which companies are part of the Settlement?

This Settlement involves Defendant Aetna.

3. What is this Action about?

Mark Lemmerman, on his own behalf and on behalf of other persons similarly situated, filed the Action against Defendant alleging generally that during a period of several years, Defendant wrongfully denied pre-certification requests and post-service benefit claims for the administration of PBT.

Defendant denies that it did anything wrong, and maintains that it complied with its obligations under the respective ERISA-governed employee welfare benefit plans and with all applicable laws. However, the Parties have agreed to settle the Action to avoid the cost, delay, and uncertainty of continued litigation.

4. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Mark Lemmerman) sued on behalf of a group of people who have similar claims. All of these people together are a “Class” or “Settlement Class Members.” One court resolves the issues of all Settlement Class Members, except for those people who choose to exclude themselves from the Class. Judge Kenneth A. Marra of the United States District Court for the Southern District of Florida is the federal judge presiding over this class action.

5. Why is there a Settlement?

After this matter was filed, but before it reached trial, both sides agreed to a Settlement, which, if approved, brings the Action to an end. That way, Plaintiff and Defendant avoid the cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the Settlement Class Members get payments. The Class Representative and his attorneys think that settlement is best for the Settlement Class Members and that the Settlement is fair, adequate, and reasonable.

WHO IS IN THE SETTLEMENT

6. How do I know if I am part of the Class and Settlement?

Based on a review of Aetna’s records, you are receiving this Notice because the Parties believe that you potentially are a member of the Class, and therefore are part of the Settlement.

The Class includes all members, participants, and beneficiaries of ERISA-governed employee welfare benefit plans administered and/or insured by Aetna who:

- Were diagnosed with localized prostate cancer (see Exhibit A – Diagnosis Codes); AND
- Submitted a precertification request for the administration of PBT prior to the date of service (unless precertification was not required by the applicable Plan Document/Benefits Booklet); AND
- If a precertification request for the administration of PBT was made after October 9, 2020, had an intact prostate at the time the precertification request was made; AND
- Received a precertification denial for the administration of PBT between January 1, 2015, and March 31, 2024; AND
- Such denial cites “experimental,” “investigational,” “unproven,” “superior,” “superiority,” and/or “more effective” as the basis for the denial of the requested PBT delivery code (see Exhibit B – PBT Delivery/Administration Codes), unless such terms were expressly included in the definition of “medical necessity”/“medically necessary” set forth in the applicable member’s Plan Document/Benefits Booklet; AND
- Received PBT for the same diagnosis code with no allowed post-service PBT benefit claim(s); AND
- Had no allowed claims related to the same diagnosis code for an alternative recognized medical treatment not including claims related to treatment plans that include PBT in combination with another modality (see Exhibit C – Alternative Treatment Modalities) (e.g., concurrent chemotherapy radiation).

The Class ALSO includes all members, participants, and beneficiaries of ERISA-governed employee welfare benefit plans administered and/or insured by Aetna, who:

- Were diagnosed with localized prostate cancer (see Exhibit A – Diagnosis Codes); AND
- Submitted a PBT precertification request prior to the date of service that was initially approved; AND
- If a precertification request for PBT was made after October 9, 2020, had an intact prostate at the time the precertification request was made; AND
- Received PBT for the same diagnosis code with no allowed post-service PBT benefit claim(s); AND
- A post-service claim for the delivery of PBT for the same diagnosis code was denied; AND
- Received a denial between January 1, 2015, and March 31, 2024; AND
- Such denial cites “experimental,” “investigational,” “unproven,” “superior,” “superiority,” and/or “more effective” as the basis for the denial of the requested PBT delivery code (see Exhibit B – PBT Delivery/Administration Codes), unless such terms were expressly included in the definition of “medical necessity”/“medically necessary” set forth in the applicable member’s Plan Document/Benefits Booklet; AND
- Had no allowed claims related to the same diagnosis code for an alternative recognized medical treatment not including claims related to treatment plans that include PBT in combination with another modality (see Exhibit C – Alternative Treatment Modalities) (e.g., concurrent chemotherapy radiation).

If you were sent this Notice by the Claims Administrator and your name and your current or previous address appears as the intended recipient of the Notice, that means that Aetna’s records indicate you are potentially a Settlement Class Member.

See Question 7 below for exceptions to the Class definition.

7. Are there exceptions to being included in the Class?

Yes. Excluded from the Class are: (1) individuals who received coverage for PBT or for certain alternative recognized medical treatment from another carrier; and/or (2) individuals who received a final pre-certification or post-service claim denial for an administrative reason (i.e., member not covered under an insured or administered Aetna health benefit plan); (3) Defendant, as well as Defendant's affiliates, attorneys, agents, insurers, the attorneys representing Defendant in this case; and (4) the Judge to whom this case is assigned and their immediate family members and staff.

8. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help. You can call the Claims Administrator toll-free at 1-800-757-8121; or send an e-mail to AetnaPBTSettlement@atticusadmin.com; or visit www.AetnaPBTSettlement.com for more information. You may also contact counsel for the Class who can be reached as follows: Stephanie A. Casey, phone – 305-476-7400, email – scasey@colson.com; Maria D. Garcia, phone - 305-372-1800, email – mgarcia@kttl.com or Robert Neary, phone – 305-372-1800 or rn@kttl.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What do I need to do to participate in the Settlement and how much could my payment be?

Each Settlement Class Member who completes and timely submits the enclosed Settlement Claim Form establishing their membership in the Class will receive a payment of **\$12,000**. However, in the event a Settlement Class Member paid amounts and/or incurred debt to receive PBT treatment that collectively totaled more than \$12,000, that Settlement Class Member may receive **up to \$48,000** in total, based upon the value of their claim as determined by the Claims Administrator, **if appropriate proof is submitted as described in Question 10, below.**

If you decide to submit a completed Settlement Claim Form and appropriate proof, if applicable, you must send these materials to the Claims Administrator via e-mail to AetnaPBTSettlement@atticusadmin.com, by First Class Mail to Lemmerman v. Aetna Life Insurance Company c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164, or by uploading the documents and claim form to www.AetnaPBTSettlement.com. The Settlement Claim Form and documents must be emailed, uploaded, or mailed and post-marked, by **October 3, 2025**.

Your final payment will be calculated and then distributed according to the process described in Question 10.

10. What is the appropriate proof that needs to be submitted to receive a payment in excess of \$12,000?

If you seek more than **\$12,000 as a payment, you must also submit with your Settlement Claim Form proof of payment and/or proof of indebtedness for PBT treatment**, to verify that you paid an amount and/or incurred debt that collectively totaled more than \$12,000. "PBT treatment" refers to expenses related to the administration of PBT, and not expenses otherwise related to other cancer or medical treatment. A list of the applicable codes that may be included in the calculation of proof of payment and/or proof of indebtedness is attached here as Exhibit 1.

An amount up to \$48,000 will be paid in that event, depending upon the contents of the proof provided.

- **Proof of payment** includes, but is not limited to, receipts showing payment for PBT treatment from a hospital, treatment center, or physician; cancelled checks; credit card records; notarized affidavits or notarized sworn statements from the individual who made such payment (or an authorized representative of such individual or his or her estate); or any other proof of payment for PBT treatment.
- **Proof of indebtedness** includes, but is not limited to, loan documentation; collection notices; demands for payment on unpaid bills; notarized affidavits or notarized sworn statements from the individual who incurred such debt (or an authorized representative of such individual or his or her estate); or self-pay agreements with a medical care provider that administered PBT.

Based upon available records, the Parties believe there are 71 potential Settlement Class Members. Accordingly, Defendant will be making a Settlement Amount to create a fund available in the amount of \$ 3,423,000. This will allow each of the 71 potential Settlement Class Members to make a claim for, and potentially receive up to, a \$48,000 payment upon the submission of a valid Settlement Claim Form, and if the appropriate proof is provided. In addition, this will

allow for payment of \$15,000 to Plaintiff Lemmerman. As consideration for such Individual Release Payment, Plaintiff Lemmerman will execute a broader release of claims than the other Class Members. This is not a payment related to the Settlement Claims, nor does it reduce the funds available to the Settlement Class Members. Should any portion of this fund, with the exception of the Individual Release Payment to Plaintiff Lemmerman, remain unclaimed or undistributed to the Settlement Class Members, Aetna will pay up to an amount equal to the total amount paid to the Settlement Class Members with respect to the settlement claims to one or more charitable organizations as designated by the Court. Any remaining amounts will revert to the Defendant.

If the Settlement becomes final, the Action will be dismissed with prejudice (*i.e.*, cannot be brought against Defendant again), and Defendant and others will receive a complete release and discharge of the claims asserted in the Action from Plaintiff and every Settlement Class Member. (See Questions 24 through 27 for more details.)

11. Who is the Claims Administrator?

The Claims Administrator is Atticus Administration. You can call the Claims Administrator toll-free at 1-800-757-8121; send an e-mail to AetnaPBTSettlement@atticusadmin.com; or visit www.AetnaPBTSettlement.com for more information. The Claims Administrator's mailing address can be found in Question 12.

12. If I am the intended recipient of this Notice, but my address has changed, what do I do to let you know my new address so that the check is sent to me at the right place?

For your convenience, there is a Change of Address Form at the end of this Notice. You must fill it out completely (providing your current address) and send the Form via First Class Mail so that it is **post-marked by October 3, 2025**, to the following address:

Lemmerman v. Aetna Life Insurance Company
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

If you are a Settlement Class Member's Legally Authorized Representative (see Question 17), and your address has changed, you must also fill out the second page of the Address Verification Form and provide your own contact and other information.

You also may complete the Change of Address Form on the Settlement website, www.AetnaPBTSettlement.com. The deadline for doing so is October 3, 2025.

13. When will I get my payment?

The exact date that qualifying Settlement Class Members will receive checks is not known at this time, because it depends on events as described below.

The Court must first hold a hearing on **November 18, 2025 at 10:00 a.m. (Eastern time)** to decide whether to approve the Settlement. If the Court approves the Settlement (see Question 24 below), there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them could take time.

If the Court approves the Settlement, and the Settlement becomes final, the Claims Administrator will begin mailing checks to Settlement Class Members within 30 days after the Settlement becomes final.

The Settlement website www.AetnaPBTSettlement.com will post important scheduling updates. You can always call us toll-free at 1-800-757-8121 or send an e-mail to AetnaPBTSettlement@atticusadmin.com to learn the status. You may also contact Class Counsel as follows: Stephanie A. Casey, phone – 305-476-7400, email – scasey@colson.com; Maria D. Garcia, phone - 305-372-1800, email – mgarcia@kttlaw.com or Robert Neary, phone – 305-372-1800 or rn@kttlaw.com.

14. What if I disagree with the amount of my payment?

If you submit a Settlement Claim that is denied in whole or in part, the Claims Administrator will send you a written explanation of the denial by First Class Mail. The denial notice will also inform you that you have a right to appeal if

you disagree with the Claims Administrator's decision. **You will have thirty days in which to send the Claims Administrator a written appeal that explains why you disagree with the decision, which you must send by e-mail or First-Class Mail to the Claims Administrator.** The Claims Administrator will provide copies to Class Counsel and Defendant's Counsel who will then review your appeal and meet to discuss whether your appeal should be granted. In the event the Parties' counsel cannot agree, they will submit the appeal to the Court for entry of a final, binding, and non-appealable ruling.

15. What am I giving up to get a payment?

Unless you exclude yourself, you will remain in the Class, and that means that you can't be part of any other lawsuit against Defendant or any "Affiliated Entities" (as that term is defined in the Settlement Agreement) about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain in the Class, you will agree to release Defendant and the Affiliated Entities from claims as described in Paragraph 15 of the Settlement Agreement.

A complete copy of the Settlement Agreement can be obtained at www.AetnaPBTSettlement.com. The Settlement Agreement specifically describes the Released Claims in necessarily accurate legal terminology. Talk to Class Counsel (see Question 20) or your own lawyer if you have questions about the Released Claims or what they mean. Please note that you are free to hire your own lawyer with respect to the Settlement at your own expense, which is not reimbursable through Defendant or otherwise.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue Defendant on your own about the legal issues in this case, then you must take steps to exclude yourself from this Settlement. Excluding yourself from this Settlement is sometimes referred to as "opting out" of the Class.

16. How do I exclude myself from the Settlement?

If you exclude yourself from the Class by "opting out" you won't get any money or benefits from this Settlement. However, you will retain any right you currently have to make your own claim against the settling Defendant.

To exclude yourself from the Settlement, you must send a letter to the Claims Administrator by First Class Mail with a clear statement that you want to be excluded from the *Sharon Prolow and Mark Lemmerman v. Aetna Life Insurance Company, et al. Settlement*.

Be sure to include your name, address, telephone number, and your signature. If you are sending the request to be excluded as the "Legally Authorized Representative" of a Settlement Class Member (see Question 17 for the definition of that term), you must include any information or documents that confirm your appointment or status as a Legally Authorized Representative. Requests for exclusion must be signed and include the individual's name, address, and telephone number, and expressly state the desire to be excluded from the Class. Requests for exclusion must be submitted individually by a Settlement Class Member or his or her Legally Authorized Representative, and not on behalf of a group or class of persons. If you have a personal lawyer, your lawyer may assist you with your exclusion request, but you must sign the exclusion request, unless the lawyer is also your Legally Authorized Representative.

You must mail your exclusion request **post-marked no later than October 3, 2025**, to:

Lemmerman v. Aetna Life Insurance Company
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

17. What is a "Legally Authorized Representative"?

"Legally Authorized Representative" means an administrator/administratrix or executor/executrix of the estate of a deceased Settlement Class Member, a guardian or conservator of an incapacitated Settlement Class Member or any other legally appointed person or entity having legal power of attorney for the business affairs of a Settlement Class Member.

A Legally Authorized Representative does not include a professional objector or claim filing or similar service purporting to act on behalf of an individual Settlement Class Member or group of Settlement Class Members.

18. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant or the Affiliated Entities for the claims at issue in this Action. If you have a pending lawsuit or dispute against Aetna, speak to your lawyer in that case immediately. If you do have a pending lawsuit or dispute against Aetna that involves claims being released through this Settlement, you must exclude yourself from *this* Class to continue your own pending lawsuit. **Remember, the exclusion deadline is October 3, 2025.**

19. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you are not eligible for a payment under the Settlement.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court has approved the following lawyers and their respective law firms as Class Counsel to represent you and the other Settlement Class Members if you do not choose to exclude yourself from the Settlement:

Stephanie A. Casey
COLSON HICKS EIDSON, P.A.
255 Alhambra Circle, Penthouse
Coral Gables, Florida 33134
Tel.: (305) 476-7400
Fax: (305) 476-7444
Email: scasey@colson.com

Maria D. Garcia
KOZYAK TROPIN &
THROCKMORTON, LLP
2525 Ponce de Leon Blvd, 9th Floor
Coral Gables, Florida 33134
Tel.: (305) 372-1800
Fax: (305) 372-3508
Email: mgarcia@kttlaw.com

Robert Neary
KOZYAK TROPIN &
THROCKMORTON, LLP
2525 Ponce de Leon Blvd, 9th Floor
Coral Gables, Florida 33134
Tel.: (305) 372-1800
Fax: (305) 372-3508
Email: rn@kttlaw.com

21. How will the lawyers be paid?

Class Counsels' fees and costs will be determined by the Court and will be paid by Defendant separate and apart from your individual recovery. You will not be charged for Class Counsels' work in securing the Settlement benefits for you and the other Settlement Class Members. You owe nothing if you participate in the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel has asked the Court for an award of attorneys' fees and expenses that does not exceed \$1,675,000. This amount includes attorneys' fees and litigation expenses. The Court may award and allow payment of less than this amount. Any award of attorneys' fees and expenses will *not* impact or reduce any payments issued to the Settlement Class Members. Defendant has agreed not to oppose the request for Class Counsel fees and expenses up to the stated amount.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member and do not exclude yourself, you can tell the Court that you don't agree with the Settlement or some part of it.

22. How do I tell the Court that I object to the Settlement?

If you're a Settlement Class Member (or a Settlement Class Member's Legally Authorized Representative, see Question 17), and you haven't excluded yourself from the Settlement, you can—but don't have to—object to the Settlement. You can give reasons why you think the Court should not approve any aspect of it. The Court will consider your views. For the Court to consider a notice of intent to object to the Settlement, it must: (a) contain a heading which includes the name of the case and case number (*Sharon Prolow and Mark Lemmerman v. Aetna Life Insurance Company, et al.*, Case No. 9:20-cv-80545); (b) provide the Settlement Class Member's full name, address, telephone number, and signature; (c) be filed with the Clerk of Court (at the address below) no later than **October 3, 2025**; (d) be served on Class Counsel and Defendant's Counsel at the addresses below by First Class Mail, post-marked no later than **October 3, 2025**; (e) contain the name, address, bar number and telephone number of the objecting Settlement Class Member's counsel, if represented by an attorney; (f) state whether the objection applies only to the objecting Settlement Class Member, to a specific subset of the Class, or to the entire Class; (g) contain a detailed statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s); and (h) include any documents that the objector wishes to submit in support of his/her position(s). In addition, if you or your attorney wish to request permission to speak at the Final Approval Hearing, you must follow the instructions in Question 26 below.

Address of Class Counsel:

Stephanie A. Casey, Esq.
COLSON HICKS EIDSON, P.A.
255 Alhambra Circle, Penthouse
Coral Gables, Florida 33134

And

Maria D. Garcia, Esq. & Robert Neary, Esq.
KOZYAK TROPIN & THROCKMORTON, LLP
2525 Ponce de Leon, 9th Floor
Coral Gables, Florida 33134

Address of Court:

Clerk of Court
United States District Court for the Southern District of Florida
Paul G. Rogers Federal Building and U.S. Courthouse
701 Clematis Street, Room 202
West Palm Beach, FL 33401

Address of Defendant's Counsel:

Ardith Bronson, Esq.
DLA Piper LLP (US)
200 South Biscayne Blvd., Suite 2500
Miami, Florida 33131

And

Brian Benjet, Esq.
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

And

Mark C. Nielsen, Esq.
Paul J. Rinefierd, Esq.
GROOM LAW GROUP, CHARTERED
1701 Pennsylvania Ave. NW #1200
Washington, D.C. 20006

Any comments or objections, which do not comply with the above or are not timely served on all counsel listed above will not be considered by the Court.

23. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't 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 object, and the Court approves the Settlement anyway, you will still be legally bound by the result. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing called a "Final Approval Hearing" (also known as a "Fairness Hearing") to decide whether to approve the Settlement.

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

The Court will hold a Final Approval Hearing to decide whether to finally approve the proposed Settlement.

The Final Approval Hearing will be on **November 18, 2025 at 10:00 a.m. (Eastern time)** before Judge Kenneth A. Marra, United States District Court for the Southern District of Florida, Paul G. Rogers Federal Building and U.S. Courthouse, 701 Clematis Street, Courtroom #4, West Palm Beach, FL 33401.

At this Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are valid objections, the Court will consider them. The Court may listen to Settlement Class Members (or their individual attorneys) who have asked for permission to speak at the Hearing and complied with the other requirements for objections explained in Question 22 above. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class.

At or after the Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Claims Administrator or review the website.

25. Do I have to come to the Hearing?

No. Class Counsel will answer any questions asked by the Court, but you are welcome to come at your own expense. If you intend to have a lawyer appear at your expense and speak to the Court on your behalf at the Final Approval Hearing, your lawyer must enter a written notice of appearance of counsel with the Clerk of Court no later than **October 3, 2025**, and you must comply with all of the requirements explained in Question 26.

If you send an objection, you don't have to come to Court to talk about it. So long as you submitted your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

26. May I speak at the Hearing?

You may attend and you may ask the Court to speak, but you don't have to do either one.

If you submitted a proper written objection to the Settlement, you or your lawyer acting on your behalf may ask the Court for permission to speak at the Hearing. To do so, you or your lawyer must submit a Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you (or your lawyer) plan to present to the Court in connection with the Final Approval Hearing. Your Notice of Intention to Appear must be mailed to Class Counsel and Defendant's Counsel so that it is **post-marked no later than October 3, 2025**, and it must be **filed** with the Clerk of Court by that same date. See Question 22 for the addresses. You cannot speak at the Hearing if you do not submit an objection and Notice of Intention to Appear, or if you excluded yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement, but will remain bound by its terms. **To receive a payment, you must complete and submit a qualifying Settlement Claim Form by October 3, 2025.** See Question 10.

GETTING MORE INFORMATION

28. How do I get more information about the Settlement?

You may obtain additional information by:

- Calling the Claims Administrator toll-free at 1-800-757-8121 to ask questions and receive copies of documents.
- E-mailing the Claims Administrator at AetnaPBTSettlement@atticusadmin.com.
- Writing to the Claims Administrator at the following address:
Lemmerman v. Aetna Life Insurance Company
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164
- Visiting the Settlement website at www.AetnaPBTSettlement.com, where you will find answers to common questions about the Settlement plus other information to help you.
- Reviewing legal documents that have been filed with the Clerk of Court in this lawsuit at the Court offices stated in Question 22 above during regular office hours.
- Contacting Class Counsel listed in Question 22 above.

PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT TO ASK QUESTIONS ABOUT THIS LAWSUIT OR NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.