

**ATTENTION: DID YOU PURCHASE A HEARING AID BETWEEN OCTOBER 30, 2014,
AND DECEMBER 31, 2023, THAT WAS NOT COVERED BY KAISER?**

A SETTLEMENT AGREEMENT MAY AFFECT YOUR RIGHTS.

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

- Three individuals who needed hearing aids sued Kaiser Foundation Health Plan of Washington, Inc., Kaiser Foundation Health Plan of Washington Options, Inc., Kaiser Foundation Health Plan of the Northwest and Kaiser Foundation Health Plan, Inc. in a class action lawsuit. Kaiser excluded hearing aids and associated services in their insurance policies, but the individuals maintained that such exclusions violated the law and were not enforceable.
- The three individuals, called the “Named Plaintiffs,” and Kaiser have reached a settlement agreement in which Kaiser will pay \$3,000,000 to a settlement fund to reimburse class members for uncovered expenses for hearing aids and associated services incurred from October 30, 2014 through December 31, 2023. You may be able to file a claim for unreimbursed expenses for these services.
- The U.S. District Court for the Western District of Washington has granted preliminary approval of the Agreement and ordered this notice. Notice is provided to all Kaiser enrollees in Washington health insurance plans that did not include the hearing aid coverage at issue in this case, anytime from October 30, 2014 through December 31, 2023.

YOUR LEGAL RIGHTS IN THIS LAWSUIT	
You may comment on the proposed agreement.	You have the right to object to or comment on the agreement. The Court will decide whether to approve or reject the proposed agreement after a final hearing currently scheduled for April 18, 2024, at the United States Courthouse, 700 Stewart Street, Suite 15128, Seattle, WA 98101. You may submit written comments or objections to be considered by the Court no later than April 4, 2024 . You should not call the Court.
You may make a claim.	You may submit a claim if you qualify as a class member and incurred out-of-pocket costs that were unpaid or unreimbursed for hearing aids and associated services between October 30, 2014, and December 31, 2023. Claims must be submitted by April 4, 2024 . Claim forms were either included with the mailing of this notice or can be accessed at www.KPHearingAidSettlement.com .
You may do nothing.	If you do nothing, your claims will be released. If the agreement is approved, and you qualify as a class member, any claims you have against Kaiser regarding coverage for hearing aids and associated services from October 30, 2014 to December 31, 2023, will be released.
You may ask to be excluded.	Get out of this lawsuit. Get no benefits from it. Keep the right to file your own lawsuit. If you ask to be excluded, you will not receive any money from this lawsuit, but you may file your own lawsuit against Kaiser for the same legal claims.

**Questions? Call 1-888-339-4196 (toll-free) or 1-877-921-3669 (TTY)
or visit www.KPHearingAidSettlement.com.**

FREQUENTLY ASKED QUESTIONS

1. Why did I get this notice?

You received this notice because you (or a member of your family) are or were an enrollee in a Kaiser health insurance plan that did not include coverage for hearing aids and associated services from October 30, 2014 to December 31, 2023. **You are not a class member simply because you got this notice.** If you are not in the class, you can disregard this notice.

Only people who meet the following definition are in the class:

All individuals who: (1) were insured at any time during the Settlement Class Period under a Washington health insurance plan that has been, is or will be delivered, issued for delivery, or renewed by Kaiser Foundation Health Plan of Washington and Kaiser Foundation Health Plan of Washington Options (collectively, “Kaiser”), excluding Medicare Advantage plans and plans governed by Federal Employee Health Benefit Act that did not cover Hearing Aids and Associated Services and (2) have required, require, or will require treatment for hearing loss other than treatment associated with cochlear implants, or with Bone Anchored Hearing Aids (BAHAs).

The “Settlement Class Period” is defined as October 30, 2014, through December 31, 2023.

2. What is this lawsuit about?

The Named Plaintiffs claim that Kaiser discriminated against them and other insureds with hearing loss when by excluding coverage of hearing aids and associated services. They claimed that this exclusion violated state and federal health insurance antidiscrimination laws. They also alleged that Kaiser breached their health insurance contracts by creating and applying the exclusions. Kaiser denied all claims.

3. Why is the lawsuit a class action?

This lawsuit was filed as a class action because hundreds or thousands of Kaiser enrollees are in the same position as the Named Plaintiffs. The three Named Plaintiffs agreed to serve as Class Representatives on behalf of those persons.

4. What does the proposed Settlement Agreement provide?

The main points of the Agreement are described below. You can read the entire proposed agreement at www.KPHearingAidSettlement.com. It will only go into effect if the Court approves it.

♦ **\$3,000,000 Settlement Fund**

The agreement requires Kaiser to pay \$3,000,000 into a settlement fund to reimburse valid and approved unpaid charges for hearing aids and associated services incurred by class members between October 30, 2014, and December 31, 2023, attorneys’ fees, litigation costs to class counsel, arbitration costs, taxes, claims administration and class notice costs, and case contribution awards to the Named Plaintiffs.

♦ **Claims Process for Unreimbursed Hearing Aids and Associated Services**

A class member will be eligible for payment upon submission of a claim and certification form that includes:

1. the date(s) the member received hearing aid(s) and/or associated services (month/year);
2. the names of provider(s) who sold the member the hearing aid(s) and/or provided the associated services, as well as the provider(s)’ addresses and phone numbers, if available;
3. the unreimbursed charges or debt incurred;
4. documentation showing the payments made or debt incurred for the hearing aid(s) and/or associated services (unless that information was previously provided to Kaiser); and
5. a signed certification form attesting that the information provided is true and correct.

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Documents that provide proof of charges may include (but are not limited to) canceled checks, credit card account statements, checking account statements, provider ledgers or signed letters from the provider documenting the amount paid or debt incurred. **Class members who previously submitted a claim for a hearing aid or associated services to Kaiser that was denied do not need to resubmit supporting documents.** Those class members will receive a pre-populated claims form that they must verify to receive payment.

A claims processor will review the claims to confirm that all of the required information is included with the claim form. If a class member submits a claim form that does not have the information needed to make a valid claim for reimbursement, then the claims processor will provide the class member with notice and an opportunity to correct any problems with the claim, and class counsel may assist class members in making their claims.

♦ **Attorneys' Fees, Litigation Costs, and the Costs of Claims Administration**

Class counsel may apply for attorneys' fees to be paid out of the settlement fund. Class counsel can seek a fee up to, but not exceeding, 35% of the fund and will make a motion for an award of fees on or before March 7, 2024. This motion will be posted on the webpage, www.KPHearingAidSettlement.com. Litigation costs, arbitration costs, costs for claims administration, class notice costs incurred and any taxes due will be paid from the fund. Class counsel's application for attorneys' fees and litigation costs will not be paid without the Court's review and approval.

♦ **Case Contribution Awards**

The Court may also order up to \$15,000 for each Named Plaintiff as a case contribution award to be paid from the settlement fund. This award is to compensate Named Plaintiffs for the time, effort and risk they undertook to pursue the claims in this case.

♦ **Comment on, Support, or Object to the Settlement Agreement, Award of Attorneys' Fees, Litigation Costs and Case Contribution Awards**

You may object to, support or comment on the settlement agreement, as well as any request for attorneys' fees, litigation costs and case contribution awards. Your comments must be received by the Court by no later than **April 4, 2024**. After the motion is filed, Class Counsel will post its request for award of attorneys' fees, costs and incentive awards on www.KPHearingAidSettlement.com. You may also request a copy of the request directly from Class Counsel.

♦ **How Much Could I Get Paid?**

Class counsel expects, but does not guarantee, that the \$3,000,000 will be sufficient to pay all class members' valid and approved claims at 100% after payment of attorneys' fees, litigation costs, incentive awards, arbitration costs, taxes, and administration costs.

If insufficient funds remain to pay all class members who filed valid and approved claims at 100% after the payment of attorneys' fees, litigation costs, incentive awards, arbitration costs, taxes, and administration costs, then all class members will receive a pro rata (percentage) distribution of their approved claimed amount.

If excess funds remain after all payments described in the Agreement are made, then those excess funds up to \$300,000 shall be donated to the Washington State Communication Access Project, a nonprofit organization dedicated to enabling persons who are hard of hearing to fully enjoy public venues. Any remaining excess funds shall be donated to the Legal Foundation of Washington to distribute to charitable organizations dedicated to advocacy on behalf of people who are deaf or hard of hearing.

♦ **Release of Claims**

Class members will release Kaiser from all claims related to the hearing aids and associated services that were or could have been brought in the lawsuit. This means that if you have any actual or potential claims arising out of Kaisers' alleged failure to pay, those claims will be resolved as part of the agreement, and your right to payment for any damages related to hearing aid coverage will be governed exclusively by the agreement for the period between October 30, 2014, and December 31, 2023.

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or visit www.KPHearingAidSettlement.com.**

5. When will the Qualified Settlement Fund be available?

For class members to receive payments from the settlement fund, the Court must first finally approve the agreement after a fairness hearing. If any class member appeals that decision by the Court, a final decision on any appeal(s) must be made before these funds will be available.

6. How can I respond to the proposed Settlement Agreement?

◆ You May Make a Claim.

If you incurred out-of-pocket costs in purchasing a hearing aid and/or receiving associated services, then you may make a claim to be paid back for those expenses. Please review the claims forms and instructions on how to claim your share of the settlement.

◆ You May Exclude Yourself, or Opt-Out, of the Agreement.

You may elect to exclude yourself, or opt-out, of the settlement. If you elect to opt-out, then you may not make a claim or get any benefits from the settlement. If you opt-out, your claims against Kaiser for hearing aids and associated services during the class period will not be released. To opt out please go to www.KPHearingAidSettlement.com and follow the instructions, or write to Schmitt v. Kaiser Settlement Claims Processing, P.O. Box 2479, Portland, OR 97208-2479, indicating that you wish to opt out of the agreement, along with your signature.

◆ You May Comment on, Object to, or Support the Proposed Agreement.

The Court will hold a hearing on the proposed Agreement to consider comments and approve or reject the Agreement. The Court currently has scheduled a hearing for **April 18, 2024, at 11 a.m. PT**. The hearing will be located at United States Courthouse, 700 Stewart Street, Suite 15128, Seattle, WA 98101. The hearing date, time, and location can change without further notice. Please contact class counsel if you want to confirm the date and time of the hearing as that date approaches.

You may attend the hearing and may choose to bring a legal representative at your own expense. If you plan to come to the hearing to comment on the Agreement in person, you must send the Court a written letter informing them by **April 4, 2024**. If you choose to submit written comments or appear at the hearing, your letter must be mailed to:

Schmitt v. Kaiser Foundation Health Plan of Washington Settlement Hearing
United States Courthouse
700 Stewart Street, Suite 15128
Seattle, WA 98101

The Court must *receive* any such letters no later than **April 4, 2024**, or they will not be considered. All communications with the Court must be in writing, and class members should not attempt to call the Court. You are not required to submit comments.

7. What happens if I do nothing at all?

You are not required to take action. If the Court approves the settlement, any claims you have against Kaiser regarding coverage for hearing aids and associated services that could have been brought in this lawsuit will be released.

8. Where can I get more information?

For information about your rights related to the lawsuit, you may refer to the information at www.KPHearingAidSettlement.com, or call 1-888-339-4196 (toll-free) or 1-877-921-3669 (TTY).

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