

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported):

**September 14, 2015**

**aetna<sup>®</sup>**

**Aetna Inc.**

(Exact name of registrant as specified in its charter)

**Pennsylvania**

(State or other jurisdiction of  
incorporation)

**1-16095**

(Commission  
File Number)

**23-2229683**

(IRS Employer  
Identification No.)

**151 Farmington Avenue, Hartford, CT**

(Address of principal executive offices)

**06156**

(Zip Code)

Registrant's telephone number, including area code:

**(860) 273-0123**

Former name or former address, if changed since last report:

**N/A**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## Section 8 - Other Events

### Item 8.01 Other Events.

#### Supplemental Information

As previously disclosed and reported in the Current Report on Form 8-K filed by Aetna Inc., a Pennsylvania corporation (“Aetna”), on July 6, 2015 with the Securities and Exchange Commission (the “SEC”), on July 2, 2015, Aetna, Humana Inc. (“Humana”), Echo Merger Sub, Inc., a wholly-owned subsidiary of Aetna (“Merger Sub 1”), and Echo Merger Sub, LLC, a wholly-owned subsidiary of Aetna (“Merger Sub 2”), entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which, subject to the satisfaction or waiver of certain conditions, Merger Sub 1 will be merged with and into Humana, with Humana surviving the merger as a wholly-owned subsidiary of Aetna (the “First Merger”), and immediately following the First Merger, Humana will be merged with and into Merger Sub 2, with Merger Sub 2 surviving the merger as a wholly-owned subsidiary of Aetna (the “Second Merger” and together with the First Merger, the “Mergers”). At the effective time of the Second Merger, Merger Sub 2 will be renamed Humana LLC.

On September 3, 2015, a purported Aetna shareholder filed a Verified Shareholder Class Action and Derivative Petition challenging the Mergers in the Court of Common Pleas of Montgomery County, Pennsylvania, against the individual members of the Aetna board of directors (the “Aetna Board”) and Aetna. The complaint is captioned Tomasulo v. Bertolini et al., Case No. 2015-24374 (the “Complaint”). The Complaint asserts both putative class action claims (purportedly on behalf of a class of Aetna shareholders) and derivative claims (purportedly on behalf of Aetna) against the individual members of the Aetna Board. The Complaint generally alleges, among other things, that the Aetna Board breached its fiduciary duties by negotiating and entering into the Merger Agreement because the Mergers overvalue Humana, the negotiation process leading to the Mergers was flawed, the Mergers represent an effort by the Aetna Board to avoid being acquired by the company referred to as Party A in Aetna's registration statement on Form S-4 filed with the SEC on August 28, 2015, Aetna senior management preferred a transaction with Humana to a transaction with Party A given concerns over their post-transaction continued employment, and Aetna's registration statement on Form S-4 omits certain material information. The Complaint generally seeks, among other things, declaratory and injunctive relief, preliminary injunctive relief prohibiting or delaying the defendants from consummating the Mergers, other forms of equitable relief and unspecified amounts of damages. In addition, the Aetna Board has received demands from Mr. Tomasulo (who filed the Complaint) and another purported Aetna shareholder to investigate and remedy potential or alleged breaches of fiduciary duties in connection with the Mergers.

In response to these demands, and the subsequently filed Complaint, the Aetna Board, in accordance with Pennsylvania law and procedure, appointed a special litigation committee (the “SLC”), consisting of Edward J. Ludwig (Chairperson), Roger N. Farah, Ellen M. Hancock and Richard J. Harrington, to, among other things, investigate and evaluate such demands and the Complaint, including the allegations and requests for action contained therein. The SLC has retained independent counsel to assist and advise it in connection with its investigation and evaluation. Additional lawsuits arising out of or relating to the Merger Agreement and/or the Mergers may be filed in the future.

#### **Important Information For Investors And Stockholders**

This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. In connection with the proposed transaction between Aetna Inc. (“Aetna”) and Humana Inc. (“Humana”), Aetna has filed with the Securities and Exchange Commission (the “SEC”) a registration statement on Form S-4, including Amendment No. 1 thereto, containing a joint proxy statement of Aetna and Humana that also constitutes a prospectus of Aetna. The registration statement was declared effective by the SEC on August 28, 2015, and Aetna and Humana commenced mailing the definitive joint proxy statement/prospectus to shareholders of Aetna and stockholders of Humana on or about September 1, 2015. INVESTORS AND SECURITY HOLDERS OF AETNA AND HUMANA ARE URGED TO READ THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION. Investors and security holders may obtain free copies of the registration statement and the definitive joint proxy statement/prospectus and other documents filed with the SEC by Aetna or Humana through the website maintained by the SEC at <http://www.sec.gov>. Copies of the documents filed with the SEC by Aetna are available free of charge on Aetna's internet website at <http://www.Aetna.com> or by contacting Aetna's Investor Relations Department at 860-273-2402. Copies of the documents filed with the SEC by Humana are available free of charge on Humana's internet website at <http://www.Humana.com> or by contacting Humana's Investor Relations Department at 502-580-3622.

Aetna, Humana, their respective directors and certain of their respective executive officers may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information about the directors and executive officers of Humana is set forth in its Annual Report on Form 10-K for the year ended December 31, 2014, which was filed with the SEC on February 18, 2015, its proxy statement for its 2015 annual meeting of stockholders, which was filed with the SEC on March 6, 2015, and its Current Report on Form 8-K, which was filed with the SEC on April 17, 2015. Information about the directors and executive officers of Aetna is set forth in its Annual Report on Form 10-K for the year ended December 31, 2014 (“Aetna’s Annual Report”), which was filed with the SEC on February 27, 2015, its proxy statement for its 2015 annual meeting of shareholders, which was filed with the SEC on April 3, 2015 and its Current Reports on Form 8-K, which were filed with the SEC on May 19, 2015, May 26, 2015 and July 2, 2015. Other information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, are contained in the definitive joint proxy statement/prospectus of Aetna and Humana filed with the SEC and other relevant materials to be filed with the SEC when they become available.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Aetna Inc.**

Date: September 14, 2015

By: /s/ William J. Casazza

Name: *William J. Casazza*

Title: *Executive Vice President and General Counsel*

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**AMENDMENT NO. 1  
TO  
FORM S-4  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Aetna Inc.**

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania  
(State or Other Jurisdiction of  
Incorporation or Organization)

6324  
(Primary Standard Industrial  
Classification Code Number)

23-2229683  
(I.R.S. Employer  
Identification Number)

151 Farmington Avenue Hartford, CT 06156 (860) 273-0123  
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

William J. Casazza Executive Vice President and General Counsel Aetna Inc. 151 Farmington Avenue Hartford, CT 06156 (860) 273-0123  
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

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**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable after the effective date of this registration statement and completion of the merger of Echo Merger Sub, Inc. ("Merger Sub 1"), a wholly owned subsidiary of Aetna Inc. ("Aetna"), with and into Humana Inc. ("Humana"), as described in the Agreement and Plan of Merger, dated as of July 2, 2015, among Aetna, Humana, Merger Sub 1, and Echo Merger Sub, LLC.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act").

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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### ***Backup Withholding and Information Reporting***

Information returns are required to be filed with the IRS in connection with cash payments from a disposition of shares of Humana common stock by a U.S. holder pursuant to the mergers, unless the U.S. holder is an exempt recipient. Backup withholding at a rate of 28% will apply to cash paid in the transaction to a U.S. holder, unless the U.S. holder (i) furnishes a correct taxpayer identification number and certifies that the U.S. holder is not subject to backup withholding on the IRS Form W-9 included in the letter of transmittal to be delivered to such U.S. holder following the completion of the mergers or (ii) establishes an exemption from backup withholding.

Any amount withheld under the backup withholding rules will be allowed as a refund or credit against U.S. federal income tax liability, provided the required information is timely furnished to the IRS. The IRS may impose a penalty upon any taxpayer that fails to provide the correct taxpayer identification number.

### **Accounting Treatment**

The mergers will be accounted for as an acquisition of a business. Aetna will record assets acquired and liabilities assumed from Humana primarily at their respective fair values at the date of completion of the mergers. Any excess of the purchase price (as described under *Note 4. Estimate of Consideration Expected to be Transferred* under “Aetna and Humana Unaudited Pro Forma Condensed Combined Financial Statements” beginning on page 44 of this joint proxy statement/prospectus) over the net fair value of such assets and liabilities will be recorded as goodwill.

The financial condition and results of operations of Aetna after completion of the mergers will reflect Humana’s balances and results after completion of the transaction but will not be restated retroactively to reflect the historical financial condition or results of operations of Humana. The earnings of Aetna following completion of the mergers will reflect acquisition accounting adjustments, including the effect of changes in the carrying value for assets and liabilities on interest expense and amortization expense. Intangible assets with indefinite useful lives, if any, and goodwill will not be amortized but will be tested for impairment at least annually, and all assets including goodwill will be tested for impairment when certain indicators are present. If, in the future, Aetna determines that tangible or intangible assets (including goodwill) are impaired, Aetna would record an impairment charge at that time.

### **Listing of Aetna Common Shares and Delisting and Deregistration of Humana Common Stock**

Application will be made to have the Aetna common shares to be issued in the merger approved for listing on the NYSE, where Aetna common shares are currently traded. If the merger is completed, Humana common stock will no longer be listed on the NYSE and will be deregistered under the Exchange Act.

### **\* Litigation Relating to the Mergers**

As of August 27, three putative class action complaints have been filed by purported Humana stockholders challenging the mergers, two in the Circuit Court of Jefferson County, Kentucky and one in the Court of Chancery of the State of Delaware. The complaints are captioned *Solak v. Broussard et al.*, Civ. Act. No. 15CI03374 (Kentucky state court), *Litwin v. Broussard et al.*, Civ. Act. No. 15CI04054 (Kentucky state court) and *Scott v. Humana Inc. et al.*, C.A. No. 11323-VCL (Delaware state court). The complaints name as defendants each member of Humana’s board of directors, Aetna, Merger Subs and, in the case of the Delaware complaint, Humana. The complaints generally allege, among other things, that the individual members of Humana’s board of directors breached their fiduciary duties owed to the stockholders of Humana by entering into the merger agreement, approving the mergers, and failing to take steps to maximize the value of Humana to its stockholders, and that Aetna, Merger Subs and, in the case of the Delaware complaint, Humana aided and abetted such breaches of fiduciary duties. In addition, the complaints allege that the merger undervalues Humana, that the process leading up to the execution of the merger agreement was flawed, that the members of Humana’s board of directors improperly placed their own financial interests ahead of those of

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Humana's stockholders, and that certain provisions of the merger agreement improperly favor Aetna and impede a potential alternative transaction. Among other remedies, the complaints seek equitable relief rescinding the merger agreement and enjoining the defendants from completing the mergers as well as costs and attorneys' fees. On August 20, 2015, the parties in the Kentucky state cases filed a stipulation and proposed order with the court to consolidate those cases into a single action captioned *In re Humana Inc. Shareholder Litigation*, Civ. Act. No. 15CI03374. Defendants believe that the complaints are entirely without merit.

## **Description of Debt Financing**

### ***Overview***

In connection with the mergers, Aetna has entered into a bridge credit agreement with the bridge lenders pursuant to which the bridge lenders have agreed to provide a 364-day senior unsecured bridge loan facility in an aggregate amount of up to \$13.0 billion. A copy of the bridge credit agreement is filed as an exhibit to the Current Report on Form 8-K filed by Aetna on July 31, 2015, which is incorporated by reference into this joint proxy statement/prospectus. See "Where You Can Find More Information" beginning on page 229 of this joint proxy statement/prospectus. You are urged to read the bridge credit agreement carefully.

In connection with the mergers, Aetna also has entered into a term loan agreement with the term lenders pursuant to which the term lenders have agreed to provide a senior unsecured three year term loan facility in an aggregate amount of up to \$3.2 billion. A copy of the term loan agreement is filed as an exhibit to the Current Report on Form 8-K filed by Aetna on July 31, 2015, which is incorporated by reference into this joint proxy statement/prospectus. See "Where You Can Find More Information" beginning on page 229 of this joint proxy statement/prospectus. You are urged to read the term loan agreement carefully.

In connection with the mergers, Aetna also has entered into the third amendment to the revolving credit agreement with the revolving lenders pursuant to which the revolving lenders have agreed to increase their commitments under the revolving credit agreement from \$2.0 billion to \$3.0 billion. A copy of the third amendment to the revolving credit agreement is filed as an exhibit to the Current Report on Form 8-K filed by Aetna on July 31, 2015, which is incorporated by reference into this joint proxy statement/prospectus. A summary of the terms of the revolving credit agreement may be found in Aetna's Current Reports on Form 8-K filed on March 28, 2012, September 27, 2012, March 5, 2015 and July 31, 2015, which summary is incorporated herein by reference. See "Where You Can Find More Information" beginning on page 229 of this joint proxy statement/prospectus. You are urged to read the revolving credit agreement, as amended by the third amendment, carefully.

### ***Bridge Loan***

Pursuant to the terms of the bridge credit agreement, the proceeds of the bridge loan will be available upon the satisfaction of certain conditions precedent on completion of the mergers and, if drawn, will be used to finance, in part, the cash component of the merger consideration and to pay fees and expenses incurred in connection with the mergers. The bridge loan will mature on the 364th day after completion of the mergers.

### ***Conditions Precedent***

The bridge lenders' obligation to fund the bridge loan is subject to several conditions, including completion of the mergers, the non-occurrence of a company material adverse effect (as such term is defined in the bridge credit agreement), the accuracy of certain representations and warranties related to both Aetna and Humana, the absence of certain defaults by Aetna, Aetna's satisfaction of a maximum ratio of consolidated total indebtedness to adjusted consolidated capitalization, Aetna's and Humana's delivery of certain financial statements, the termination of Humana's existing credit agreement, Aetna having used commercially reasonable efforts to cause the Aetna senior notes to be issued and other conditions to completion more fully set forth in the bridge credit agreement.