

Exhibit B

1 Daniel J. Herling (SBN 103711)
2 Geoffrey A. Friedman (SBN 302496)
3 Paige E. Adaskaveg (SBN 330551)
4 MINTZ LEVIN COHN FERRIS GLOVSKY
5 AND POPEO, P.C.
6 44 Montgomery Street, 36th Floor
7 San Francisco, CA 94104
8 Tel: 415-432-6000
9 Fax: 415-432-6001
10 Email: djherling@mintz.com
11 gafriedman@mintz.com
12 peadaskaveg@mintz.com

13 Arameh Z. O’Boyle (SBN 239495)
14 MINTZ LEVIN COHN FERRIS GLOVSKY
15 AND POPEO, P.C.
16 2049 Century Park East, Suite 300
17 Los Angeles, CA 90067
18 Tel: 310-586-3200
19 Fax: 310-586-3202
20 Email: azoboyle@mintz.com

21 Adam M. Tschop (SBN 209767)
22 NATERA, INC.
23 201 Industrial Rd., Suite 300
24 San Carlos, CA 94070-2396
25 Tel: 650-980-9190
26 Email: atschop@natera.com

27 *Attorneys for Defendant Natera, Inc.*

Kristin J. Moody (SBN 206326)
Alexander S. Vahdat (SBN 284963)
BERMAN TABACCO
425 California Street, Suite 2300
San Francisco, CA 94104
Tel: 415-433-3200
Email: kmoody@bermantabacco.com
avahdat@bermantabacco.com
Local Counsel for Plaintiffs and the Proposed Class

Patricia I. Avery (*Admitted Pro Hac Vice*)
Philip M. Black (SBN 308619)
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
Tel: 212-759-4600
Email: pavery@wolfpopper.com
pblack@wolfpopper.com

Attorneys for Plaintiffs and the Proposed Class

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RACHEL CALCATERRA, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

NATERA, INC.,

Defendant.

Case Number: 4:23-cv-06342-YGR

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPROVING FORM AND MANNER OF NOTICE OF SETTLEMENT

1 WHEREAS, a class action captioned *Rachel Calcaterra, individually and on behalf of all*
2 *others similarly situated, v. Natera, Inc.*, Case No. 4:23-cv-06342-YGR is pending before this
3 Court (the “Action”);

4 WHEREAS, *Elizabeth Copley v. Natera, Inc.*, No. 23-CIV-03095 is pending in the Superior
5 Court of the State of California for the County of San Mateo (the “Copley State Court Action”,
6 together with the “Action,” the “Actions”);

7 WHEREAS, Plaintiff Rachel Calcaterra (“Plaintiff”), Plaintiff Elizabeth Copley (“Plaintiff
8 Copley”, together with Plaintiff Rachel Calcaterra, “Plaintiffs”) in the related Copley State Court
9 Action, and Defendant Natera, Inc. (“Defendant”) (collectively “Parties”) entered into a Settlement
10 Agreement,¹ dated February 26, 2026 (the “Settlement Agreement” or “Agreement”), subject to
11 approval of the Court;

12 WHEREAS, on November 18, 2021, Plaintiff Copley filed her initial complaint,
13 individually and on behalf of all others similarly situated, against Defendant in the United States
14 District Court for the Northern District of California for (i) violations of the California Consumers
15 Legal Remedies Act (“CLRA”), Cal. Civ. Code §§1750 *et seq.*; (ii) violations of the California
16 Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§17200 *et seq.*; and (iii) breach of
17 implied contract or quasi-contract. *See Copley v. Natera, Inc.*, C.A. No. 3:21-cv-08941-JCS (N.D.
18 Cal. Nov. 18, 2021) ECF 1.

19 WHEREAS, on February 22, 2022, Plaintiff Copley filed her first amended complaint,
20 followed by a corrected amended complaint on May 13, 2022, which was dismissed by the Court
21 on August 17, 2022 with leave to amend. *See Copley v. Natera, Inc.*, C.A. No. 3:21-cv-08941-YGR
22 (N.D. Cal. Aug. 17, 2022) ECF 48.

23 WHEREAS, Plaintiff Copley filed a second amended complaint on September 16, 2022,
24 which the Court subsequently dismissed without prejudice to refile in California state court. *See*
25 *Copley v. Natera, Inc.*, No. 4:21-cv-08941-YGR, 2023 WL 3772023, at *7 (N.D. Cal. May 8,
26 2023).

27
28 ¹ All capitalized terms not defined herein have the same meaning as in the Settlement Agreement.

1 WHEREAS, on July 10, 2023, Plaintiff Copley filed a complaint in the Copley State Court
2 Action, individually and on behalf of all others similarly situated On November 8, 2023, Plaintiff
3 Copley and a new plaintiff, Rachel Calcaterra filed an amended class action complaint (“FAC”) in
4 the Copley State Court Action against Defendant, for (i) violations of the California Consumers
5 Legal Remedies Act (“CLRA”), Cal. Civ. Code §§1750 *et seq.*; (ii) violations of the California
6 Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§17200 *et seq.*; (iii) breach of implied
7 contract or quasi-contract; (iv) violations of the Connecticut Unfair Trade Practices Act, Conn.
8 Gen. Stat. 42-110b(a); and (v) violations the Florida Deceptive and Unfair Trade Practices Act, Fla.
9 Stat. § 501.204(1).

10 WHEREAS, on December 8, 2023, Defendant removed the Copley State Court Action to
11 this Court. ECF 1.

12 WHEREAS, on May 7, 2024, the Court granted Plaintiff Copley and Plaintiff Calcaterra’s
13 unopposed motion to sever Plaintiff Copley’s claims from this Action and remanded them to the
14 Superior Court of California for the County of San Mateo. ECF 30. The Superior Court has since
15 stayed litigation of Plaintiff Copley’s claims pending resolution of this Action.

16 WHEREAS, Defendant denies all of Plaintiff’s allegations and charges of wrongdoing or
17 liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that
18 could have been alleged, in the Action. Defendant also denies that any person has suffered damage
19 or harm by reason of any alleged conduct, statement, act or omission on the part of Defendant.

20 WHEREAS, the Parties have conducted extensive discovery, including serving and
21 responding to document requests, interrogatories, and requests for admission, in addition to
22 reviewing multiple document productions.

23 WHEREAS, the Settlement was reached after extensive arm’s-length and protracted
24 negotiations before an experienced mediator from JAMS, David Geronemus (“Mediator”), jointly
25 selected by the Parties.

26 WHEREAS, the Parties prepared mediation statements for the Mediator, and participated
27 in a nine-hour, in-person mediation session before the JAMS Mediator. The in-person mediation
28 session was followed by numerous Zoom and telephonic mediation conferences before David

1 Geronemus over the following months, during which mediation efforts continued.

2 WHEREAS, the Parties were able to reach a mediated resolution of the Action, providing
3 for a cash settlement for the Settlement Class (defined below) of \$9.5 million.

4 WHEREAS, the Court has reviewed the Settlement Agreement entered into by the Parties,
5 the accompanying exhibits thereto, and the arguments made in Plaintiff’s Motion for Preliminary
6 Approval of the Proposed Class Action Settlement (the “Motion”).

7 WHEREAS, the Parties to the Settlement Agreement have consented to the entry of this
8 order.

9 NOW, THEREFORE, IT IS HEREBY ORDERED, this [REDACTED] day of [REDACTED],
10 2026 that:

11 1. The Motion is **GRANTED**.

12 2. The capitalized terms not otherwise defined herein shall have the same meaning as
13 defined in the Settlement Agreement except as may otherwise be ordered.

14 3. **Jurisdiction**: This Court has jurisdiction over the subject matter of this Action, the
15 proposed Settlement, and the Parties, and retains jurisdiction to consider all claims, applications,
16 requests for exclusion, requests to appear or objections arising out of, or in connection with, the
17 proposed Settlement.

18 4. **Preliminary Approval of the Settlement Class: As defined in the Settlement**
19 **Agreement, the “Settlement Class” consists of:**

20 All persons in the United States who had noninvasive prenatal testing (“Panorama”) or genetic carrier screening (“Horizon”) (collectively, the “Genetic Screening Tests”) performed by Natera, and were billed more than (i) \$249 for noninvasive prenatal testing without microdeletions, (ii) \$349 for noninvasive prenatal testing with microdeletions, or (iii) \$349 for genetic carrier screening, between July 10, 2019 through Preliminary Approval.

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24 The following Persons are excluded from the Settlement Class: (i) persons whose Genetic
25 Screening Test(s) were paid for entirely by insurance (directly or indirectly) or some other third-
26 party source, and were not billed by Defendant; (ii) persons whose Genetic Screening Test was
27 performed by Defendant as part of a clinical trial or research study; (iii) any judge or magistrate
28 presiding over the Actions and members of their families; (iv) Defendant and its subsidiaries, parent

1 companies, successors, predecessors, and any entity in which Defendant or its parents have a
2 controlling interest, and their current and former officers, directors, and employees; (v) Defendant's
3 counsel of record; and (vi) persons who properly execute and submit a timely request for exclusion
4 in accordance with the Opt-Out Procedure below; and the legal representatives, successors or
5 assigns of any such persons ("Excluded Persons").

6 5. For purposes of settlement, the Court preliminarily finds that the Settlement Class,
7 as defined above, meets the requirements for class certification under Rules 23(a) and 23(b)(3).
8 Specifically, the Court finds that (1) the Settlement Class members are sufficiently numerous such
9 that joinder is impracticable; (2) there are common questions of law and fact; (3) the Class
10 Representatives' claims are typical of those of the Settlement Class Members; (4) the Class
11 Representatives and Class Counsel have fairly and adequately represented, and will continue to
12 fairly and adequately represent, the interests of the Settlement Class Members; and (5) for purposes
13 of settlement, the Settlement Class meets the predominance and superiority requirements of Rule
14 23(b)(3).

15 6. Certification of the Settlement Class shall be solely for settlement purposes and
16 without prejudice to the Parties in the event the Settlement is not finally approved by this Court or
17 otherwise does not take effect, and the Parties preserve all rights and defenses regarding class
18 certification in the event the Settlement is not finally approved by this Court or otherwise does not
19 take effect. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
20 statements, agreements, and proceedings relating to the Settlement, and any matters arising in
21 connection with settlement negotiations, proceedings, or agreements shall not constitute, be
22 described as, construed as, offered or received against Defendant or the other Released Parties as
23 evidence or an admission of: (a) the truth of any fact alleged by Plaintiff in the Action; (b) any
24 liability, negligence, fault, or wrongdoing of Defendant or the Released Persons; or (c) that this
25 Action or any other action may be properly certified as a class action for litigation, non-settlement
26 purposes. Defendant continues to deny Plaintiff's claims or that any class can be certified for
27 litigation purposes.
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1 7. For purposes of this Settlement, the Court designates the law firms of Wolf Popper
2 LLP and Berman Tabacco as Class Counsel, and Plaintiff Calcaterra and Plaintiff Copley as Class
3 Representatives.

4 8. **Preliminary Approval of the Settlement:** The Court preliminarily approves the
5 Settlement Agreement as within the range of possible outcomes pending final approval, and as
6 meriting submission to the Settlement Class for its consideration. The Settlement Agreement was
7 reached as a result of arm’s length negotiations by the Parties and their counsel through an
8 experienced JAMS mediator, David Geronemus. The Court preliminarily finds that Class Counsel
9 conducted a comprehensive examination and investigation of the facts and law, and had sufficient
10 information to evaluate the strengths and weaknesses of the case and to conduct informed
11 settlement discussions. The Court preliminarily finds that the Settlement Agreement treats the
12 Settlement Class Members equitably relative to each other, and that the proposed Plan of Allocation
13 of the Settlement Fund to be paid to Settlement Class Members is reasonable and equitable.

14 9. **Final Approval Hearing:** A hearing (the “Final Approval Hearing”) pursuant to
15 Rule 23(e) shall be held before this Court on _____ [date] at _____ [time], _____
16 [year] in Courtroom 1 – 4th Floor, at the United States District Court for the Northern District of
17 California, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street,
18 Oakland, CA 94612, for the following purposes:

- 19 a) to determine whether the Settlement is fair, reasonable and adequate, and should be
20 finally approved by the Court;
- 21 b) to determine whether Final Approval, as provided for by the Settlement Agreement,
22 should be entered;
- 23 c) to consider Class Counsel’s motion for an award of attorneys’ fees and reimbursement
24 of costs and expenses (“Fee and Expense Award”), and incentive payments to Plaintiffs
25 (“Service Awards”); and
- 26 d) to rule upon such other matters as the Court may deem appropriate.

27 10. The Court reserves the right to approve the Settlement with such modifications as
28 may be agreed upon or consented to by the Parties and without further notice to the Settlement

1 Class where doing so would not impair the Settlement Class members’ rights in a manner
2 inconsistent with Rule 23 and due process of law. The Court may enter the Judgment approving
3 the Settlement regardless of whether it has approved the Plan of Allocation, or approved the
4 requests for a Fee and Expense Award, and Service Awards.

5 11. The Court reserves the right to alter the time, date, or format of the Final Approval
6 Hearing without further notice to Settlement Class members, and retains jurisdiction to consider all
7 further applications arising out of or connected with the proposed Settlement. Any change to the
8 Final Approval Hearing will be posted on the Court’s docket and the Settlement Website
9 [forthcoming]. Any member of the Settlement Class (or his, her, or its counsel) who wishes to
10 appear at the Final Approval Hearing should consult the Court’s docket and/or the Settlement
11 Website for any change in date, time, or format of the hearing.

12 12. **Retention of Settlement Administrator and Provision of Notice of Settlement:**

13 The Court designates, and approves, Kroll Settlement Administration LLC (“Kroll”) to serve as
14 Settlement Administrator pursuant to the Settlement Agreement.

15 13. The Court approves, as to form and content, notices that are substantially similar to
16 the form of the “Postcard Notice,” “Long-Form Notice” and “E-Mail Notice” (collectively,
17 “Notices”) attached to the Settlement Agreement as Exhibits 5, 3, and 2. The Court further
18 approves, as to form and content, the Claim Form attached to the Settlement Agreement as Exhibit
19 1, and approves the claims process set forth in Section 4 of the Settlement Agreement.

20 14. The Parties shall have discretion to jointly make non-material minor revisions to the
21 Claim Form and Notices before publishing.

22 15. The Court preliminarily finds that the Notice Plan set forth in the Declaration of
23 Lindsey Marquez of Kroll Settlement Administration LLC (“Kroll Declaration”), ECF ___, is
24 reasonably calculated to provide notice to the Settlement Class of the pendency of the Action,
25 certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval
26 hearing, and complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure,
27 due process, and any other applicable law, and constitutes the best notice practicable under the
28 circumstances.

1 16. The Court finds that the Notice clearly and concisely states in plain, easily
2 understood language: (i) the nature of the Action; (ii) the definition of the Settlement Class; (iii)
3 the Settlement Class claims and issues; (iv) that a Settlement Class Member may enter an
4 appearance through an attorney if the member so desires; (v) that the Court will exclude from the
5 Settlement Class any member who timely and validly requests exclusion; (vi) the time and manner
6 for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement Class
7 Members under Rule 23(c)(3).

8 17. Notice shall be provided to the Settlement Class pursuant to the Settlement
9 Agreement as set forth in the Notice Plan.

10 18. **Opt-Outs:** Any member of the Settlement Class who desires to opt out of the
11 Settlement, and therefore not be bound by the terms of the Settlement Agreement, must submit a
12 request for exclusion to the Settlement Administrator, pursuant to the following Opt-Out Procedure:

13 a. To opt out of the Settlement, a Settlement Class Member must submit a written
14 exclusion request to the Settlement Administrator, either online at [website
15 forthcoming] or by first-class mail to: Genetic Screening Test Settlement, c/o Kroll
16 Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-539.

17 b. The exclusion request must contain your name, address, telephone number, the
18 words “I wish to be excluded from the Genetic Screening Test Settlement, in
19 *Calcaterra v. Natera, Inc.*, Case No. 4:23-cv-06342-YGR (N.D. Cal.),” and your
20 signature.

21 19. If submitted online, Opt-Out requests must be made no later than [thirty-five (35)
22 days after filing motion for attorneys’ fee and expense award]. If mailed, Opt-Out requests must be
23 made such that they are received no later than [thirty-five (35) days after filing motion for attorneys’
24 fee and expense award].

25 20. Each person who submits an Opt-Out request must do so individually. Group Opt-
26 Outs are prohibited. Any Settlement Class member who submits a timely and valid Opt-Out request
27 is foreclosed from objecting to the Settlement or the Plan of Allocation or the Fee and Expense
28 Award or the Service Awards. If a Settlement Class member submits both a timely and valid Opt-

1 Out request and an Objection, the Settlement Class Member shall be treated as if they have only
2 submitted an Opt-Out request. Any Settlement Class Member who does not submit a timely and
3 valid Opt-Out request in accordance with this paragraph shall be bound by the Final Approval Order
4 if and when it is entered. The Settlement Administrator shall provide copies of all timely and valid
5 Opt-Out requests to Class Counsel and Defendant's Counsel.

6 21. **Objections, Comments, and Appearance at Final Approval Hearing:** Any
7 member of the Settlement Class (except Excluded Persons) may object to or comment on the
8 proposed Settlement, the requested Fee and Expense Award, the proposed Plan of Allocation, or
9 the requested Service Awards.

10 22. Any such Objection must be in writing and must: (1) clearly indicate the case name
11 and number: *Calcaterra v. Natera, Inc.*, Case No. 4:23-cv-06342-YGR (N.D. Cal.); (2) state the
12 Objector's name, mailing address, e-mail address, and telephone number; (3) include written
13 documentation of the Objector's purchase of the Genetic Screening Tests; (4) state that the Objector
14 is objecting to the proposed Settlement, proposed Plan of Allocation, request for a Fee and Expense
15 Award, or request for Service Awards; (5) specify the reason(s), for the Objection, including any
16 legal support for such objection; (6) state whether the Objector is requesting the opportunity to
17 appear and be heard at the Final Approval Hearing; (7) list the name(s) and address(es) of all
18 lawyers (if any) who (a) are representing the Objector in making the Objection and/or (b) will
19 appear on the Objector's behalf at the Final Approval Hearing; (8) list the name(s) and address(es)
20 of all persons (if any) who will be called to testify in support of the Objection; (9) include copies
21 of any papers, briefs, or other documents upon which the Objection is based if not already in the
22 court file; (10) list any other objections the Objector or the Objector's counsel have submitted to
23 any class action in any state or federal court in the United States in the previous five years (or an
24 affirmative statement that no such prior objection has been made); and (11) bear the Objector's
25 signature, in addition to the signature of the Objector's attorney if an attorney is representing the
26 Objector with the Objection. Failure to include this information and documentation may be grounds
27 for overruling and striking the Objection.
28

1 23. All Objections and supporting papers must (a) be submitted *to the Court* either by
2 filing them electronically or in person at any location of the United States District Court for the
3 Northern District of California or by mailing them to the Class Action Clerk, United States District
4 Court for the Northern District of California, Ronald V. Dellums Federal Building & United States
5 Courthouse, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, CA 94612, and (b) be filed or
6 postmarked on or before [thirty-five (35) days after filing motion for attorneys’ fee and expense
7 award].

8 24. Any member of the Settlement Class who does not make his or her Objection in the
9 manner provided herein shall be deemed to have waived such Objection and shall forever be
10 foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed
11 Settlement, the proposed Plan of Allocation, the requested Fee and Expense Award, and the
12 requested Service Awards, unless otherwise ordered by the Court.

13 25. All Settlement Class members (except Excluded Persons) shall be bound by all
14 determinations and judgments in the Action concerning the Settlement, including, but not limited
15 to, the Releases provided for therein, regardless of whether such Persons seek or obtain by any
16 means, including, without limitation, by submitting a Claim Form, any distribution from the
17 Settlement Fund.

18 26. All Settlement Class members (except Excluded Persons) shall be bound by all
19 determinations and judgments in the Action concerning the Plan of Allocation, the Fee and Expense
20 Award, and the Service Awards, regardless of whether such Persons seek or obtain by any means,
21 including, without limitation, by submitting a Claim Form, any distribution from the Settlement
22 Fund.

23 27. Attendance at the Final Approval Hearing is not necessary. However, any member
24 of the Settlement Class wishing to be heard orally in opposition to the approval of the proposed
25 Settlement, the proposed Plan of Allocation, the requested Fee and Expense Award, or the
26 requested Service Awards, is required to indicate in their written objection their intention to appear
27 at the Final Approval Hearing. Any Settlement Class member who fails to include notice of his or
28

1 her intent to appear at the Final Approval Hearing pursuant to this paragraph shall not be permitted
 2 to appear at the Final Approval Hearing.

3 28. **Plan of Allocation, Fee and Expense Award, and Service Awards:** Without
 4 further order of the Court, the Parties may agree to make non-material modifications in
 5 implementing the Settlement that are consistent with this Preliminary Approval Order. At or after
 6 the Final Approval Hearing, the Court shall determine whether the proposed Plan of Allocation,
 7 the application for a Fee and Expense Award, and the application for Service Awards, should be
 8 approved. The Court reserves the right to enter the judgment approving the Settlement regardless
 9 of whether it has approved the Plan of Allocation, or approved the Fee and Expense or Service
 10 Awards.

11 29. **Scheduling and Stay of Proceedings:** The Parties shall have the right, by
 12 agreement and subject to the Court’s approval, to grant any reasonable extension of time that might
 13 be needed to carry out any of the provisions of the Settlement Agreement without providing further
 14 notice to the Settlement Class Members.

15 30. Other than such proceedings as may be necessary to carry out the terms and
 16 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and
 17 suspended until further order of this Court. Settlement Class Members are preliminarily enjoined
 18 from filing, commencing, prosecuting, intervening in, or participating in, directly or indirectly, or
 19 receiving any benefits from, any lawsuit or arbitration, including a class or representative action,
 20 in any jurisdiction, forum or tribunal asserting any Released Claims.

21 31. The following chart summarizes the dates and deadline set by this Order:

Deadline for Defendant to provide Settlement Class Member data to the Settlement Administrator	Ten (10) days after entry of the Preliminary Approval Order
Notice Date	Thirty (30) days after entry of the Preliminary Approval Order

1 2	Last day to file motion for final approval of the Settlement	Fifty (50) days after Notice Date
3 4	Last day for Class Counsel to file motion for attorneys' fee and expense award, and service awards	Fifty (50) days after Notice Date
5 6	Objection and Opt-Out Deadline	Thirty-five (35) days after filing motion for attorneys' fee and expense award
7 8	Last day for Parties to file responses to Objections	Twenty-one (21) days after Objection and Opt-Out Deadline
9 10 11	Last day for Settlement Administrator to file list of Settlement Class Members who have opted out of the Settlement	Seven (7) days prior to the Final Approval Hearing
12 13	Final Approval Hearing	One hundred and seventy-five (175) days after entry of the Preliminary Approval Order, or at the Court's convenience.
14 15 16	Claim Filing Deadline	Sixty (60) days after the Final Approval Hearing


 HONORABLE YVONNE GONZALEZ ROGERS
 UNITED STATES DISTRICT JUDGE

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