

# Exhibit E

**EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

If you had noninvasive prenatal testing or genetic carrier screening (collectively, the “Genetic Screening Tests”) performed by Natera, Inc. (“Company” or “Defendant”) 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 [*the date of preliminary approval*], you may be part of a class action settlement:

*Rachel Calcaterra v. Natera, Inc.,*

United States District Court for the Northern District of California

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

**PLEASE READ THIS NOTICE CAREFULLY:**

**THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AGREEMENT THAT MAY AFFECT YOUR RIGHTS**

*A federal court authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued.*

**1. What is this notice?**

This notice concerns a proposed resolution of a class action lawsuit involving certain of Company’s billing communications regarding its Genetic Screening Tests (the “Action”).

The proposed settlement (“Settlement”), if approved, may affect your rights. **You should read this notice carefully as it explains certain time-limited benefits you may qualify for, and how to obtain them.**

This notice summarizes the proposed Settlement. Your potential rights and options—and the deadlines to exercise them—are explained in this notice. **If you qualify as a member of the class (see Question No. 5), the Settlement, if approved, will affect your legal rights and obligations regardless of whether you act.**

**Your Rights and Options in this Settlement**

|                     | Deadline  |
|---------------------|---|
| Submit a Claim Form | The only way to receive payment under the Settlement.<br><br>No later than _____ [60 days after Final Approval Hearing] |
| Opt Out             | Write to the Settlement Administrator opting out of the Settlement. This is the only option that allows you to ever     |

|                   |   |
|-------------------|---|
|                   | <p>bring or join another lawsuit against Company that raises the same legal claims released by this Settlement. You will receive no payment.</p> <p>No later than _____ [35 days after filing of motion for attorneys’ fees and reimbursement of reasonable costs and expenses]</p>   |
| Object or Comment | <p>Write to the Court about why you do or don’t like the Settlement, the plan of allocation, the amount of requested attorneys’ fees and expenses, or the payment to Plaintiffs. You may also submit a Claim Form if you object.</p> <p>No later than _____ [35 days after filing of motion for attorneys’ fees and reimbursement of reasonable costs and expenses]</p> |
| Go to a Hearing   | <p>Attend the hearing about the fairness of the Settlement.</p> <p>If you’d like to speak in Court at this hearing, you must file an Objection or Comment.</p> <p>No later than _____ [35 days after filing of motion for attorneys’ fees and reimbursement of reasonable costs and expenses].</p>  |
| Do Nothing        | <p>You will receive no payment and have no right to sue later for the claims released by the Settlement.</p>  |

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**1. What is this lawsuit about?**

This lawsuit involves certain genetic blood-based screening tests developed and performed by Company. Plaintiff Rachel Calcaterra (“Plaintiff”) sued Company, claiming that patients were not clearly informed about potential out-of-pocket costs for the Genetic Screening Tests. Company denies these allegations, stating that Plaintiff had access to clear information regarding the potential costs of the Genetic Screening Tests.

Plaintiff sued on her behalf but also sought to represent a class of all persons in the United States who had one of the eligible Genetic Screening Tests and were then billed more than \$249 or \$349, depending on the test. This means that this case was brought as what is called a “class action.”

Company strongly disagrees with the claims made in this lawsuit. Company is broadly in-network with most US health plans and the overwhelming majority of patients owe less than \$249 or \$349, depending on the test and the details of their individual health plan. Company educates patients about costs and coverage, including their responsibility for copayments and deductibles, through physical brochures and information on its website and offers a complimentary pre-test cost estimation service. Company routinely attempts to contact patients before submitting claims to insurance through a proactive patient engagement program when their health benefits may result in higher out-of-pocket costs; however, in some cases, contact information or consent to communicate may not be available. Company believes its practices complied with applicable laws and standards, and settled this case solely to avoid the cost and disruption of prolonged litigation.

Certain important documents filed on the Court’s docket which explain in further detail Plaintiff’s claims and Defendant’s defenses can be found on the Settlement Website.

Before Plaintiff’s claims were resolved by the Court, Plaintiff, and Defendant reached a Settlement, joined by Plaintiff Elizabeth Copley (together with Calcaterra, “Plaintiffs”) in a related class action in the Superior Court of the State of California for the County of San Mateo, *Elizabeth Copley v. Natera, Inc.*, No. 23-CIV-03095 (Cal. Super. Ct.) (the “Copley State Court Action”). The Settlement cannot take effect, however, unless the Court approves the Settlement after a hearing to decide whether the Settlement is fair (a “Final Approval Hearing”). Details about when and where the Final Approval Hearing will be held can be found below (see Question No. 13).

**2. Am I part of the Settlement Class?**

On \_\_\_\_\_, 2026, the Court preliminarily certified the following class of people who will be bound by the Settlement (the “Settlement Class”): “All persons in the United States who had noninvasive prenatal testing (“Panorama”) or genetic carrier screening (“Horizon”) (collectively,

the “Genetic Screening Tests”) performed by Company, 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.”

**3. I am still not sure if I am included.**

If this Notice was sent to you, it is because you were listed as a potential Settlement Class Member. If you are still not sure whether you are included, you can get help at the Settlement Website, [www.\[insert\].com](http://www.[insert].com), or by contacting the Settlement Administrator at 1-[insert] or [info@\[dedicated email address\].com](mailto:info@[dedicated email address].com), or by contacting Class Counsel.

**4. Why is there a Settlement?**

The Court did not resolve the case in favor of either Plaintiff or Defendant. While the lawsuit was still pending before the United States District Court, Plaintiff and Defendant agreed to the Settlement, which, if approved, will bring the lawsuit to an end. While Company strongly disagrees with the claims made in this lawsuit and denies any wrongdoing, resolving the matter through a negotiated settlement allows both sides to avoid prolonged litigation. Class Counsel believe the Settlement is in the best interests of the Settlement Class because it provides substantial benefits to the Settlement Class, which Settlement Class members would not receive if Plaintiff lost the lawsuit or were only partially successful.

**5. What are my rights as a Settlement Class member?**

You have the right to (1) do nothing, in which case you will not receive a payment and will waive any rights to pursue a later lawsuit of your own asserting a “Released Claim” (as defined below) against Defendant; (2) submit a Claim Form (defined below) to potentially receive a payment from the Settlement Funds (see Question 8); (3) opt out of the Settlement, in which case, you will not be bound by its terms, and you will maintain your right to bring a lawsuit of your own against Defendant at your own expense, however, you will also receive no payment from the Settlement Funds (see Question 14); (4) comment on or object to the Settlement, the plan of allocation, the request for attorneys’ fees and reimbursement of reasonable costs and expenses, or the request for service awards to Plaintiffs (see Question 15); or (5) attend the Court’s Final Approval Hearing to speak in support of or against the Court’s final approval of the Settlement (see Question 13).

**6. What does the Settlement provide?**

Defendant will pay **\$9,500,000** (the “Settlement Funds”). After deducting Notice and Administrative Costs, payments awarded by the Court to Plaintiffs in recognition of their service to the lawsuit and the Copley State Court Action (“service awards”), and an amount of attorneys’ fees and reimbursement of reasonable costs and expenses awarded to Class Counsel by the Court (“fee and expense award”), the Settlement Fund will be distributed to Settlement Class members who submit valid Claim Forms (the “Net Settlement Fund”).

As a Settlement Class member under the Settlement, you will give up, or “release,” certain claims against Defendant as described in the Settlement Agreement and in Question 10 below (i.e., “Released Claims”). You can view or download a copy of the Settlement Agreement at

[www.\[insert\].com](http://www.[insert].com). The release includes any claims made or that could have been made arising from the facts alleged in this lawsuit.

As part of the Settlement, Defendant has also agreed to provide additional disclosures on the requisition forms and patient invoices for the Genetic Screening Tests. Specifically, Defendant has agreed to include the following language on patient invoices for Genetic Screening Tests: “Please review the back of this bill for information about our billing policy and payment options.” Company has also agreed to include the following language on the requisition forms for the Genetic Screening Tests: “To take advantage of our price transparency program, patients must provide their insurance information, as well as phone number or email, at the time the test is ordered, and in order to receive information via text, have opted in to text messaging.”

### **7. How much money can I get from the Settlement?**

Settlement Class members who submit a valid Claim Form are called “claimants” and, if the Settlement is approved, will be eligible to receive a share of the Settlement Funds when those Funds are distributed.

Settlement Class members who submit a valid Claim Form and for whom Company’s records contain proof of payment of out-of-pocket costs for 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, shall receive as a Settlement Payment, subject to the available Net Settlement Fund, their *pro rata* share of 94.7% of the Net Settlement Fund. These Settlement Class members have an identification number at the top of the Postcard Notice mailed on [30 days after entry of Preliminary Approval Order] that begins with the letter “A” (e.g., A12345678).

Because each of these claimants’ *pro rata* share will depend in part on how many other Settlement Class members with proof of payment file valid Claim Forms, fractional amounts will increase if less than 100% of the Settlement Class participates as claimants. The proposed plan of allocation is available for review at [www.\[insert\].com](http://www.[insert].com), and will be presented for approval by the Court at the Final Approval Hearing (see Question 13).

Settlement Class members who submit a valid Claim Form but for whom Company’s records do not contain proof of payment of out-of-pocket costs for 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, shall receive, subject to the available Net Settlement Fund, a maximum Settlement Payment not to exceed fifty (\$50) United States Dollars (the “No Proof Maximum”). These Settlement Class members have an identification number at the top of the Postcard Notice mailed on [30 days after entry of Preliminary Approval Order] that begins with the letter “B” (e.g., B12345678).

The plan of allocation reserves the majority of the monetary relief available under the Settlement for those Class members who paid more than the amounts Plaintiff alleged Company represented patients would owe (i.e., more than \$249 or \$349, depending on the test), as reflected by Company’s records.

**Please be advised** that the Settlement Payment payable to any claimant who participates in this Settlement and the settlement in *In re Natera Prenatal Testing Litigation*, C.A. 4:22-cv-00985-JST (N.D. Cal.) (“NIPT Case”) may not exceed a claimant’s out-of-pocket payment(s) for the applicable Genetic Screening Test(s).

Company denies Plaintiff’s allegations and maintains that higher out-of-pocket bills were not typical, as the overwhelming majority of patients owe less than \$249 or \$349, depending on the test and the details of their individual health plan.

**8. How can I get money from the Settlement?**

To receive money from the Settlement, you must complete and submit a Claim Form, either online or by mail. A copy of the Claim Form is attached to this Notice. Please read this Notice and the Claim Form carefully. You must either complete and submit the Claim Form online at [www.\[insert\].com](http://www.[insert].com) no later than [60 days after the Final Approval Hearing] **OR** download and print out the Claim Form from [www.\[insert\].com](http://www.[insert].com) before completing it manually, signing it, and mailing it to the Settlement Administrator at Genetic Screening Test Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-539, to be **received no later than [60 days after the Final Approval Hearing]**. If you have any problems with the Claim Form or questions about how to submit your claim, please contact the Settlement Administrator at the telephone number or email address printed at the bottom of this page.

**9. When will I get my payment?**

The Court will hold a Final Approval Hearing on [insert date], to decide whether to approve the Settlement, as well as Class Counsel’s request for a fee and expense award and service awards for Plaintiffs. If the Court approves the Settlement, there still may be appeals of that decision. If an appeal is filed, it is hard to estimate how long it might take for it to be resolved, but it can take a long time, perhaps more than a year. Payments to Settlement Class members will be distributed if the Settlement is approved, and after appeals, if any, are resolved.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement Website, [www.\[insert\].com](http://www.[insert].com).

**10. What am I giving up to get payments under the Settlement?**

If the Settlement is approved and you do not opt out, you will be giving up certain legal claims against Company as described below. This does not reflect any admission of wrongdoing by Company. It also means that all of the Court’s orders will apply to you and legally bind you, and that you agree to the following release, which describes the claims that you give up:

Plaintiffs Elizabeth Copley and Rachel Calcaterra (“Plaintiffs”), and all Settlement Class Members who do not timely exclude themselves from the settlement (“Releasing Parties”) shall release Natera, Inc. and its present, former, and future, parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, and related corporate entities, and all of their respective current, future, and former employees, officers, directors, principals, members, partners, shareholders, assigns, agents, trustees, administrators, executors, attorneys, investment bankers, insurers,

reinsurers, underwriters, lenders, auditors, financial advisors, service providers, vendors, independent contractors, consultants, and any other representatives of any of these persons and entities, but only in their capacity as such (“Released Parties”), from any and all causes of action, suits, claims, liens, demands, judgments, costs, losses, damages (whether actual, compensatory, statutory, punitive, trebled, or of any other type, including damages or losses for overpayments, price premia or emotional distress), obligations, expenses, attorney fees, and all other legal responsibilities of any form or nature whatsoever, including but not limited to all claims arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or equity (including injunctive relief), whether past, present, or future, known or unknown, asserted or unasserted, fixed or contingent, individual or representative, that the Releasing Parties had, have, or may hereafter have that arise from, are based on, or relate to the facts or claims alleged, and that could reasonably have been alleged, in the Actions, including but not limited to all claims regarding the marketing to patients and health care providers; advertising; education; promotion; labeling; pricing; billing; ordering; preauthorization; insurance billing and reimbursement; sale; purchase; and/or all claims regarding any patient obligation to pay for the Genetic Screening Tests (the “Released Claims”). Excluded from the release are any causes of action, suits, claims, liens, demands, judgments, costs, losses, damages, obligations, expenses, or, attorney fees, arising out of or related to personal injury. For the avoidance of doubt, the Released Claims do not include the claims asserted in *In re Natera Prenatal Testing Litigation*, C.A. 4:22-cv-00985-JST (N.D. Cal.). Company and the Released Parties shall expressly, generally, absolutely, and unconditionally release and discharge Plaintiffs and their attorneys from all claims and causes of actions of every nature and description, whether known or unknown, that arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, except for claims relating to the enforcement of the Settlement or this Agreement.

Releasing Parties expressly reserve their rights to assert any and all defenses and/or counterclaims against Released Parties should the Released Parties initiate any legal action seeking to collect payment from any Releasing Party that arises from, is based on, or relates to Genetic Screening Tests performed by Company between July 10, 2019 [*through the date of preliminary approval*].

**11. Who are the attorneys representing Plaintiffs and Defendant? Should I get my own lawyer?**

The law firms of Wolf Popper LLP and Berman Tabacco represent Plaintiffs, and all Settlement Class members, potentially including yourself.

WOLF POPPER LLP  
845 Third Avenue  
New York, NY 10022  
Telephone: (212) 759-4600

BERMAN TABACCO  
425 California Street, Suite 2300

San Francisco, CA 94104  
Telephone: (415) 433-3200

The law firm of Mintz Levin Cohn Ferris Glovsky and Popeo, P.C. represents Defendant.

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO, P.C.  
2049 Century Park East, Suite 300  
Los Angeles, CA 90067  
*Telephone:* 310-586-3200

44 Montgomery Street, 36<sup>th</sup> Floor  
San Francisco, CA 94104  
*Telephone:* 415-432-6000

## **12. How will the lawyers be paid?**

To date, Class Counsel have not been compensated for any of their work on this case. Class Counsel will present evidence to the Court that they have spent more than \_\_\_\_\_ hours litigating this case. In addition, Class Counsel will present evidence that they have paid out-of-pocket expenses thus far (including filing fees, service costs, copying costs, and mediation expenses) of approximately \$\_\_\_\_\_, and anticipate spending additional time and expenses in connection with additional Court appearances and settlement administration. These expenses have not been reimbursed.

As part of the Settlement, Class Counsel may apply to the Court for an award to be paid from the Settlement Fund to pay their attorneys' fees, and costs and expenses. In recognition of the terms of the Settlement and the prosecution and settlement of the Actions, and subject to Court approval, Class Counsel may apply to the Court for attorneys' fees of no more than 30% of the Settlement Fund, in addition to reimbursement of litigation expenses and costs incurred by Class Counsel in connection with the prosecution and settlement of the Actions.

In addition, Class Counsel may apply to the Court for nominal payments to the Plaintiffs of up to \$7,500 each. This payment is designed to compensate the Plaintiffs for the time, effort, and risks they undertook in pursuing the Actions, including attending the mediation session before the neutral mediator, David Geronemus, from JAMS. Class Counsel will file a motion with the Court no later than [80 days after entry of Preliminary Approval Order] in support of their applications for attorneys' fees, costs and expenses and payments to Plaintiffs. A copy of that motion will be available on the Settlement Website.

The Court will determine the amount of the fee and expense award, and the service awards.

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

The Court will hold a Final Approval Hearing on [hearing date] to consider whether to approve the settlement. The Final Approval Hearing will be held before the Honorable Yvonne Gonzalez Rogers, whose courtroom is located at the United States District Court, Northern District of

California, Ronald V. Dellums Federal Building & United States Courthouse, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, CA 94612. The Hearing is open to the public.

However, only persons who have filed an objection and a request to appear at the Hearing may actually address the Court. This Hearing date may change without further notice to you. Consult the Settlement Website at [www.insert.com](http://www.insert.com), or the Court docket in this case at <https://pacer.login.uscourts.gov/> (select “California Northern District Court” as your court and perform a case number query using case number 4:23-cv-06342), for updated information on the hearing date and time, and consult Judge Gonzalez Rogers’s webpage at <https://cand.uscourts.gov/judges/ygr/gonzalez-rogers-yvonne> for updated information on whether Judge Gonzalez Rogers is conducting hearings in person or through video teleconferencing.

If Judge Gonzalez Rogers grants final approval of the Settlement, within ten (10) business days of the Effective Date of the Settlement, Class Counsel will file a dismissal with prejudice of the Copley State Court Action.

#### **14. How do I opt out of the Settlement?**

To opt out of the Settlement, you must submit a written exclusion request to the Settlement Administrator, either online at [www.insert.com](http://www.insert.com) or by first-class mail to: Genetic Screening Test Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-539. The exclusion request must contain your name, address, telephone number, the words “I wish to be excluded from the Genetic Screening Test Settlement, *Calcaterra v. Natera, Inc.*, Case No. 4:23-cv-06342-YGR (N.D. Cal.),” and your signature. If submitted online, exclusion requests must be made no later than [35 days after filing of motion for fee and expense award]. If mailed, exclusion requests must be made such that they are received no later than [35 days after filing of motion for fee and expense award].

#### **15. How do I tell the Court that I like or don’t like the proposed Settlement, the proposed plan of allocation, or the requested fee and expense award or service awards? May I speak at the Hearing?**

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

You can exercise any of the above options regardless of whether or not you file a claim, but not if you opt out of the Settlement.

Any objection must be in writing and must: (1) clearly indicate the case name and number: *Calcaterra v. Natera, Inc.*, Case No. 4:23-cv-06342-YGR (N.D. Cal.); (2) state your name, mailing address, e-mail address, and telephone number; (3) include written documentation of your purchase of the Genetic Screening Tests; (4) state that you are objecting to the proposed Settlement, Plan of Allocation, request for a fee and expense award, or request for service awards; (5) specify the reason(s), for the objection, including any legal support for such objection;; (6) state whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing; (7) list the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the

objection and/or (b) will appear on your behalf at the Final Approval Hearing; (8) list the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (9) include copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (10) list any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or an affirmative statement that no such prior objection has been made) and (11) bear your signature as the objector, in addition to the signature of your attorney if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and striking your objection.

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

**16. Do I Have to Come to the Final Approval Hearing?**

If you file a timely objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

**17. What happens if I do nothing at all?**

If you do nothing, as a Settlement Class member, you will not any receive money from the Settlement, but you will be giving up certain legal claims against Company as described above in Section 10.

**18. How do I get more information about the Settlement and lawsuit?**

For the precise terms of the Settlement, please see the Settlement Agreement available at [www.\[insert\].com](http://www.[insert].com), by contacting the Settlement Administrator at 1-[insert] or [info@\[dedicated email address\].com](mailto:info@[dedicated email address].com) or by contacting Class Counsel, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Ronald V. Dellums Federal Building & United States Courthouse, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE COMPANY, THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.