

# Exhibit G

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

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

Plaintiff,

vs.

NATERA, INC.,

Defendant.

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

**SETTLEMENT AGREEMENT**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO**

ELIZABETH COPLEY, individually and on  
behalf of all others similarly situated,

Plaintiffs

v.

NATERA, INC.,

Defendant.

Case No. 23-CIV-03095 (Cal. Sup. Ct.)

### **SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement,” “Settlement” or “Agreement”) is entered into by and among Plaintiff Rachel Calcaterra in *Rachel Calcaterra v. Natera, Inc.* 3:23-cv-06342 (N.D. Cal.) (the “Action” or “Calcaterra Action”) and Plaintiff Elizabeth Copley in *Elizabeth Copley v. Natera, Inc.*, No. 23-CIV-03095 (Cal. Super. Ct.) (“Copley State Court Action”) (collectively, “Plaintiffs”), the Settlement Class (as defined in section 1.41), and Natera, Inc. (“Natera,” or “Defendant,” and with Plaintiffs, the “Parties”), a Delaware corporation with its principal place of business at 13011 McCallen Pass, Building A, Suite 100, Austin, Texas 78753. The Parties intend this Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in section 1.35), on the terms and conditions of this Agreement, in the Calcaterra Action and the Copley State Court Action. It is subject to the final approval of the United States District Court for the Northern District of California (the “Court”).

### **RECITALS**

The following recitals are incorporated by reference and are considered part of the Settlement Agreement:

WHEREAS, on November 18, 2021, Plaintiff Elizabeth Copley filed a putative class action complaint in the Northern District of California asserting claims concerning Defendant’s billing practices, seeking relief under the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.; California Consumer Legal Remedies Act Cal. Civ. Code §§ 1750, et seq.; and Breach of Implied Contract or Quasi-Contract, Case No. 4:21-cv-08941-YGR, ECF 1 (the “Copley Federal Action”).

WHEREAS, on May 8, 2023, the Court dismissed the Copley Federal Action without prejudice to Plaintiff's re-filing the complaint in state court, 4:21-cv-08941-YGR, ECF 64.

WHEREAS, on July 10, 2023, Plaintiff Copley refiled her putative class action complaint in the Superior Court of the State of California for the County of San Mateo.

WHEREAS, on November 8, 2023, Plaintiff Copley filed an amended putative class action complaint in the Copley State Court Action that added Plaintiff Rachel Calcaterra as a plaintiff, *see* ECF 1-1.

WHEREAS, on December 8, 2023, Defendant filed a Notice of Removal of the Copley State Court Action to the federal court for the Northern District of California, No. 3:23-cv-06342, ECF 1 ("Calcaterra Action" and together with the Copley State Court Action, "the Actions").

WHEREAS, on May 7, 2024, the United States District Court for the Northern District of California (i) granted Plaintiffs' motion to sever Plaintiff Copley from the Calcaterra Action and remand her case to state court; and (ii) granted Defendant's motion to dismiss Plaintiffs' prayer for punitive damages without prejudice, No. 4:23-cv-06342-YGR, ECF 30.

WHEREAS, on June 11, 2024, after remand, the Superior Court of the State of California for the County of San Mateo granted the Parties' stipulation to stay the Copley State Court Action until a final judgment is issued in the Calcaterra Action.

WHEREAS, the Parties have conducted extensive discovery, including serving and responding to document requests, interrogatories, and requests for admission.

WHEREAS, in May 2025, the Parties engaged in a nine-hour, in-person mediation session before David Geronemus of JAMS. The mediation session was unsuccessful and the Parties continued with their discovery efforts.

WHEREAS, the Parties continued working closely with Mr. Geronemus, and through these negotiations reached a tentative agreement to resolve the litigation on a class wide basis, providing for a cash settlement for the class of \$9,500,000.00. The Parties executed a term sheet memorializing the material terms of the Settlement in November 2025.

WHEREAS, in connection with this settlement, Plaintiffs seek to represent a settlement class consisting of all persons in the United States who had noninvasive prenatal testing (“Panorama”) or genetic carrier screening (“Horizon”) (collectively, the “Genetic Screening Tests”) performed by 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 on which the Court grants the Preliminary Approval motion.

WHEREAS, based on their comprehensive examination and evaluation of the law and facts as alleged by Plaintiffs in the Actions, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by Plaintiffs and the Settlement Class against Defendant. Class Counsel believe that it is in the best interests of the Settlement Class to settle the Released Claims raised in the Actions pursuant to the terms of this Agreement.

WHEREAS, Defendant has at all times denied—and continues to deny—any and all purported wrongdoing. Specifically, Defendant denies that it misrepresented or failed to disclose material information and denies that its billing or pricing practices are unfair in any manner, and it is prepared to continue its vigorous defense, including at class certification, summary judgment, and trial. Even so, Defendant has determined that resolution at this time will avoid the ongoing

costs and distraction associated with continued litigation. Defendant believes that it is desirable and beneficial to fully and finally settle and terminate the Actions in the manner specified in and upon the terms of this Agreement.

WHEREAS, the Parties agree to be bound by the provisions of this Settlement Agreement pending its approval by the Court.

**IT IS THEREFORE HEREBY STIPULATED AND AGREED** by and among Plaintiffs, on behalf of the Settlement Class, and Defendant, by and through their respective counsel, that, subject to final approval of the Court after a hearing as provided for in this Agreement, or as otherwise ordered by the Court, and in consideration of the benefits flowing to the Parties from the Agreement, that the Actions and the Released Claims shall be fully and finally compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

## **AGREEMENT**

### **1. Definitions**

As used in this Settlement Agreement, the following terms have the meanings below:

1.1 “Actions” means the cases entitled *Rachel Calcaterra v. Natera, Inc.*, No. 4:23-cv-06342-YGR (“Calcaterra Action”), pending in the United States District Court for the Northern District of California, as well as the case entitled *Elizabeth Copley v. Natera, Inc.*, No. 23-CIV-03095 (“Copley State Court Action”), pending in the Superior Court of the State of California for the County of San Mateo.

1.2 “Affiliates,” with respect to a party, means (i) all entities now or in the future controlling, controlled by or under common control with that party; (ii) all entities in the past controlling, controlled by or under common control with that party, for the period of time that such control exists or existed; and (iii) predecessors, successors or successors in interest thereof,

including all entities formed or acquired by that party in the future that come to be controlled by that party. For purposes of this definition, “control” means possession directly or indirectly of the power to direct or cause the direction of management or policies of a company or entity through the ownership of voting securities, contract, or otherwise, and “entities” includes all persons, companies, partnerships, corporations, associations, organizations, and other entities.

1.3 “Claim(s)” means a Settlement Class Member’s written submission that may, if valid, entitle the Settlement Class Member to a Settlement Payment.

1.4 “Claim Form” means the document that a Settlement Class Member must complete and submit to be eligible for a Settlement Payment, substantially in the form of **Exhibit 1** attached hereto.

1.5 “Claim Filing Deadline” means sixty (60) days after the Final Approval Hearing, by which date a Settlement Class Member must submit a Claim to the Settlement Administrator.

1.6 “Claimant” means a Settlement Class Member who has submitted a Claim that the Settlement Administrator has determined is valid and timely in accordance with the procedure set forth in the Notice Plan to be approved by the Court.

1.7 “Class Counsel” means the law firms of Wolf Popper LLP and Berman Tabacco, individually and collectively.

1.8 “Class Representative(s)” means each and all of the named Plaintiffs in the Actions: Rachel Calcaterra and Elizabeth Copley.

1.9 “Court” means the United States District Court for the Northern District of California, the Hon. Yvonne Gonzalez Rogers presiding, or any judge who succeeds her as the judge in the Calcaterra Action.

1.10 “Defendant’s Counsel” means the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

1.11 “Effective Date” means the first day after which all of the following events and conditions of this Settlement Agreement have occurred or have been met: (i) the Court has entered a Final Approval Order, and (ii) the Final Approval Order has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken, this Settlement Agreement is affirmed without material modification or the appeal or writ is dismissed or otherwise resolved and the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.12 “E-mail Notice” means the Court-approved form of notice to Settlement Class Members, substantially in the form of **Exhibit 2** attached hereto.

1.13 “Excluded Persons” means (i) persons whose Genetic Screening Test(s) were paid for entirely by insurance (directly or indirectly) or some other third-party source, and were not billed by Defendant; (ii) persons whose Genetic Screening Test was performed by Defendant as part of a clinical trial or research study; (iii) any judge or magistrate presiding over the Actions and members of their families; (iv) Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and their current and former officers, directors, and employees; (v) Defendant’s counsel of record; and (vi) persons who properly execute and file a timely request for exclusion in accordance with the Opt-Out Procedure detailed in the Preliminary Approval Order; and the legal representatives, successors or assigns of any such persons.

1.14 “Escrow Agent” means Huntington National Bank, or such successor escrow agent agreed upon by the Parties or appointed by the Court.

1.15 “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.

1.16 “Final Approval Order” means the final judgment and order to be entered by the Court, following the Final Approval Hearing, which approves the Settlement, sets the amounts of the Fee and Expense Award and the Service Awards, and dismisses with prejudice the claims of Plaintiffs and of Settlement Class Members who have not excluded themselves from the Settlement.

1.17 “Final Approval Hearing” means the Court hearing where Plaintiffs will request that the Final Approval Order be entered approving this Agreement as fair, reasonable and adequate, and where Class Counsel will request that the Court approve the Fee and Expense Award and the Service Awards.

1.18 “Group Opt-out” means a request for exclusion submitted on behalf of two or more persons belonging to the Settlement Class, including “mass” or “class” opt-outs.

1.19 “Invoice Threshold” means the monetary thresholds for each respective Genetic Screening Test set forth in the Settlement Class definition.

1.20 “Long Form Notice” means the Court-approved form of notice to Settlement Class Members, substantially in the form of **Exhibit 3** attached hereto.

1.21 “Net Settlement Fund” means the Settlement Fund, reduced by the sum of the following, as may be approved by the Court: (1) Notice and Administrative Costs, (2) any Service Awards, and (3) any Fee and Expense Award, (4) any taxes or tax expenses described herein, and (5) any other costs or fees approved by the Court.

1.22 “Notice” means the notice of this proposed Settlement Agreement and of the Final Approval Hearing, which will be disseminated to Settlement Class Members on or before the Notice Date in accordance with the Notice Plan.

1.23 “Notice Date” means no later than thirty (30) days after Preliminary Approval.

1.24 “Notice and Administrative Costs” means all reasonable costs and expenses actually incurred by the Settlement Administrator in the dissemination of Notice; the establishment of the Settlement Website; the administrative processing, handling, review, and payment of Claims; and all other expenses reasonably necessary for effective Notice and administration of the Settlement pursuant to Preliminary Approval, to be paid from the Settlement Fund.

1.25 “Notice Plan” means the plan for disseminating Notice to the Settlement Class as approved by the Court, which is set forth in the Kroll Declaration to be submitted to the Court..

1.26 “Objection” means the written notice that a Settlement Class Member may submit to the Court to object to the Settlement, the Plan of Allocation, the requested Fee and Expense Award, or the requested Service Awards, as described in the Preliminary Approval Order attached as **Exhibit 4** hereto.

1.27 “Objection Procedure” means the procedure for objecting to the Settlement, the Plan of Allocation, the requested Fee and Expense Award, or the requested Service Awards, as described in the Preliminary Approval Order.

1.28 “Objection and Opt-Out Deadline” means the date set by the Court, at least thirty-five (35) days after the filing of Class Counsel’s motion for a Fee and Expense Award, by which time a Settlement Class Member must file an Objection with the Court or submit a request to be excluded from the Settlement to the Settlement Administrator.

1.29 “Opt-Out” means a person who falls within the scope of the Settlement Class, and who has timely and properly exercised their right to exclude themselves from the Settlement Class pursuant to the procedure set forth in the Preliminary Approval Order attached as **Exhibit 4** hereto.

1.30 “Opt-Out Procedure” means the procedure for requesting exclusion from the Settlement Class set forth in the Preliminary Approval Order attached as **Exhibit 4** hereto .

1.31 “Plan of Allocation” means the plan for allocating the Net Settlement Fund set forth in section 2.4 et seq. of this Agreement.

1.32 “Postcard Notice” means the Court-approved form of notice to be mailed to Settlement Class Members, substantially in the form of **Exhibit 5** attached hereto

1.33 “Preliminary Approval” means the Court’s order finding that the Court will likely be able to approve the Settlement under Fed. R. Civ. P. 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal. A draft Preliminary Approval Order is attached as **Exhibit 4** hereto.

1.34 “Proof of Payment” means Defendant’s accounting records identifying payment to Defendant by Claimants of out-of-pocket costs for Genetic Screening Test(s) performed by Defendant over the applicable Invoice Threshold.

1.35 “Released Claims” or “Release” means 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. For the avoidance of doubt, the Released Claims do not include the claims asserted in *In re Naterra Prenatal Testing Litigation*, C.A. 4:22-cv-00985-JST (N.D. Cal.) (“NIPT Case”). Releasing Parties further agree that membership in the settlement class defined in the NIPT Case, regardless of whether the individual files a proof of claim form in the NIPT Case, does not preclude an individual from membership in this Settlement Class, nor does it preclude such individual(s) from filing a proof of claim and participating in the Settlement. Defendant 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 Actions, except for claims relating to the enforcement of the Settlement or this Agreement. The inclusion of these subject areas reflects only the scope of claims asserted or that could have been asserted and does not imply that any such conduct was improper or unlawful.

1.36 “Released Parties” means Defendant 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.

1.37 “Releasing Parties” means Plaintiffs and other Settlement Class Members who do not timely exclude themselves from the Settlement, on behalf of themselves and each and of their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, and agents, but only in their capacity as such.

1.38 “Service Award” means the amount sought by Class Counsel in consideration for Plaintiffs’ service during the course of the Actions and subsequently approved by the Court and awarded to each Plaintiff from the Settlement Fund. Class Counsel will not request more than \$7,500 per Plaintiff. Any such Service Award is separate and apart from any Settlement Payments that either Plaintiff may receive as a result of submitting a Claim as a Settlement Class Member.

1.39 “Settlement Administrator” means Kroll Settlement Administration, the firm that will (subject to Court approval) provide Notice and Claims administration services in connection with the Settlement Agreement. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claims where there is evidence of abuse or fraud.

1.40 “Settlement Amount/Fund” means Nine Million Five Hundred Thousand Dollars (\$9,500,000), which shall be paid to the Escrow Agent by Defendant within seven (7) business days of Preliminary Approval.

1.41 “Settlement Class” means all persons in the United States who had the Genetic Screening Tests performed by 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 Preliminary Approval, other than Excluded Persons.

1.42 “Settlement Class Member” means any natural person who falls within the Settlement Class.

1.43 “Settlement Class Period” means the period beginning July 10, 2019, through the date the Court grants Preliminary Approval.

1.44 “Settlement Payment” means the amount a Claimant with a Valid Claim shall receive from the Net Settlement Fund in accordance with the Plan of Allocation.

1.45 “Settlement Website” means a website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with information about the Settlement. This website will allow Settlement Class Members to submit Claims and update their contact information and payment method. The Settlement Website will be maintained from no later than one day before the Notice Date until forty-five (45) days after Plaintiffs file their notice of Post Distribution Accounting in accordance with the Northern District of California’s Procedural Guidance for Class Action Settlements.

1.46 “Unclaimed Amounts” means checks and electronic payments for Settlement Payments that remain undeliverable or uncashed ninety (90) days after the Settlement Administrator disburses all Settlement Payments.

1.47 “Valid Claim” means a Settlement Class Member’s written Claim that the Settlement Administrator has deemed valid and timely and accepted for Settlement Payment.

## **2. Settlement Relief – Monetary Relief**

2.1 Settlement Fund. Defendant’s total financial commitment under this Agreement shall be \$9,500,000.00, to be paid in full into an interest-bearing escrow account (the “Settlement

Fund”). Within seven (7) business days after Preliminary Approval, Defendant shall pay, or cause to be paid, the Settlement Amount to the Escrow Agent in accordance with the instructions to be provided by the Escrow Agent. Within seven (7) business days of execution of this Agreement, the Escrow Agent will furnish adequate payment instructions consisting of wire transfer instructions, instructions for payment by check, and a completed IRS form W-9 for the Settlement Amount, including an address and tax ID number. The interest from this escrow account will accrue in the Settlement Fund.

2.2 The Settlement Fund shall be used to pay: (a) any Notice and Administrative Costs; (b) any taxes and tax expenses described herein; (c) any Fee and Expense Award; (d) any Service Awards; and any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed to Claimants in accordance with the Plan of Allocation.

2.3 If the Court does not grant final approval of the Settlement, or the Settlement is terminated or fails to become effective for any reason, the Settlement Amount and interest will be returned by the Settlement Administrator to Defendant within twenty-one (21) business days of the triggering event, less the portion of the amount applied to Notice and Administrative Costs (including taxes). At the request of Defendant, the Settlement Administrator shall apply for any tax refund owed on the amounts in the Settlement Fund and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s) for such refund to Defendant.

2.4 Plan of Allocation. Distributions to the Settlement Class from the Net Settlement Fund shall occur in accordance with the Plan of Allocation as described below.

2.5 Settlement Payments shall be calculated as follows:

2.5.1 Settlement Class Members who submit a Valid Claim, and for whom there is no Proof of Payment exists (“No Proof Claimants”), shall receive a Settlement Payment equal to (i) 5.3% of the Net Settlement Fund (ii) divided by the number of No Proof Claimants. The maximum Settlement Payment for each No Proof Claimant shall not exceed fifty (\$50) United States Dollars.

2.5.2 Settlement Class Members who submit a Valid Claim and for whom Proof of Payment exists (“Proof Claimants”), shall receive their *pro rata* share of 94.7% of the Net Settlement Fund in proportion to their Proof of Payment in excess of the Invoice Threshold for any Genetic Screening Test (the “Proof Payment Allocation”).

2.6 If 5.3% of the Net Settlement Fund is not exhausted by the Settlement Payments of up to fifty (\$50) United States Dollars to the No Proof Claimants, the remainder will be added to the Proof Payment Allocation and distributed pursuant to the methodology set forth in section 2.5.2.

2.7 Defendant’s Counsel, in coordination with the Settlement Administrator, may make reasonable and good faith efforts to ensure that any aggregate monetary recovery by any Settlement Class Member 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”), paid by, or on behalf of, Defendant may not exceed a Settlement Class Member’s out-of-pocket payment(s) for the applicable Genetic Screening Test.

2.8 The Settlement Administrator shall cross-reference the identity of each Settlement Class Member who submits a Claim against Settlement Class Member contact information provided by Defendant to the Settlement Administrator to identify fraudulent Claims.

2.9 Any Settlement Payments of less than ten United States Dollars (\$10.00) shall only be paid upon election by a Settlement Class Member for electronic payment as described in section 4.10.

2.10 If any Settlement Payments are undeliverable, the Settlement Administrator shall use reasonable efforts to resend the Settlement Payments.

2.11 Unclaimed Amounts (i.e., checks and electronic payments for Class Cash Payments that remain undeliverable or uncashed ninety (90) days after the Settlement Administrator disburses all Settlement Payments) shall be aggregated and provided in a second distribution to Settlement Class Members subject to the same terms stated herein related to the initial Settlement Payments, at Class Counsel's discretion after analysis of the amount of the Unclaimed Amounts and the cost of a second distribution.

2.12 Within fourteen (14) days after unclaimed, undeliverable, and uncashed amounts become Unclaimed Amounts under section 2.11, the Settlement Administrator shall void all undeliverable and uncashed payments and notify the Parties of the aggregate total amount of Unclaimed Amounts.

2.13 If Unclaimed Amounts remain in the Net Settlement Fund following any second distribution, or if Class Counsel determine that a second distribution is not cost-effective, Class Counsel shall seek an order approving the contribution of the balance to one or more non-sectarian, not-for-profit, §501(c)(3) organizations, recommended by Class Counsel (but independent of them and of Defendant), subject to the consent of Defendant, which consent shall not be unreasonably withheld, and approved by the Court. Any motion seeking an order to approve the contribution will detail the means by which the proposed recipient(s) were selected.

2.14 No reversion. If the Effective Date occurs, there will be no reversion to Defendant based on the level of claims made by Settlement Class Members. This is a common fund settlement. In no event shall any money in the Net Settlement Fund remaining after distribution to Settlement Class Members be returned to Defendant.

2.15 Escrow. The Escrow Agent will place the Settlement Fund in an interest-bearing account created by order of the Court intended to constitute a qualified settlement fund (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations, and shall remain subject to the continuing jurisdiction of the Court.

2.16 The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested in such or similar instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

2.17 Defendant’s transfers of the Settlement Amount to the Settlement Fund in the custody of the Escrow Agent shall constitute full and complete satisfaction of its monetary obligations under this Agreement. Following the Defendant’s transfers of the Settlement Amount to the Settlement Fund, Released Parties shall not have any monetary liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition, or distribution of the

Settlement Fund. Plaintiffs, Class Counsel, and Settlement Class Members shall look solely to the Settlement Fund for settlement and satisfaction against any Released Parties of all Released Claims; Fee and Expense Award; Notice and Administrative Costs; Service Awards; and all administrative or other costs and expenses arising out of or related to the Actions or this Settlement.

2.18 Enforcement. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement. To the extent permitted by law, this Agreement may be pleaded or invoked as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding instituted, prosecuted or attempted regarding the Released Claims. The Releasing Parties' Release shall not bar a claim, complaint, action, or proceeding for breach of this Settlement Agreement.

2.19 Taxes and Tax Expenses. Any tax liability (including any estimated taxes, interest, penalties imposed thereon, or additional amounts) incurred by Defendant or any Releasing Party resulting from income earned on the Settlement Fund or payments made from the Settlement Fund (or the receipt of any payment under this paragraph) shall be paid from the Settlement Fund in the amount of such tax liability, interest or penalties, as provided herein. Any tax liability shall be paid, or caused to be paid, by the Settlement Administrator promptly upon and in no event later than five (5) business days after Defendant's or any Releasing Party's written request to the Settlement Administrator. This includes any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a "qualified settlement fund" for federal or state income tax purposes, and the payment or reimbursement by the Settlement Fund thereof.

2.20 The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and

properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. The Settlement Administrator shall also be responsible for causing payment to be made from the Settlement Fund of any tax liabilities owed with respect to the Settlement Fund. The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph.

2.21 Any tax returns prepared for the Settlement Fund shall be consistent with the previous sections and in all events shall reflect that all tax liabilities on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

2.22 Any expenses and costs incurred in connection with determining the amount of, and paying, any tax liabilities owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns) are to be paid from the Settlement Fund.

2.23 Defendant shall have no liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, the Escrow Agent, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation approved by the Court; (iv) the determination, administration, or calculation of claims to be paid to Claimants from the Settlement Fund; or (v) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. No person shall have any claim of any kind against Defendant with respect to the matters set forth in sections 2.3, 2.5, 2.8, 2.9, and 2.10 hereof; and the Releasing Parties, Plaintiffs and Class Counsel release

Defendant, from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

2.24 Class Counsel and Plaintiffs shall have no liability whatsoever with respect to: (i) any act, omission, or determination by Defendant, the Escrow Agent, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation approved by the Court; (iv) the determination, administration, or calculation of claims to be paid to Claimants from the Settlement Fund; or (v) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. No person shall have any claim of any kind against Class Counsel and Plaintiffs with respect to the matters set forth in sections 2.3, 2.5, 2.8, 2.9, and 2.10 hereof; and the Released Parties, Defendant, and Defendant's Counsel release Class Counsel and Plaintiffs, from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

### **3. Settlement Relief – Non-Monetary Relief**

3.1 Defendant will add the following italicized language below to the front of invoices for the Genetic Screening Tests issued to patients:

*Please review the back of this bill for information about our billing policy and payment options.*

3.2 Defendant will add the following italicized language below to 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.*

3.3 Defendant shall have discretion regarding the implementation and manner of implementation of the changes described in sections 3.1 and 3.2, provided the italicized language above is reasonably and conspicuously legible to users, in the invoices and requisition forms. This Agreement creates no obligation on Defendant's part to continue to offer any Genetic Screening Test or price transparency program, or to otherwise maintain invoices or requisition forms in their current form. Except as expressly set forth in sections 3.1 and 3.2, Defendant is not required to make any other changes with respect to its business practices.

3.4 Timing of Non-Monetary Relief. Defendant will add the language specified in sections 3.1 and 3.2 within sixty (60) days following the Effective Date.

#### **4. Settlement Notice and Administration**

4.1 The Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

4.2 Within ten (10) days of Preliminary Approval, Defendant agrees to provide to the Settlement Administrator reasonably available information from Defendant's files regarding the number of Settlement Class Members and their names, email, mailing addresses (to the extent Defendant has them), Proof of Payment(s), and for those who have opted in to receiving text messages, telephone numbers, subject to the Data Processing Agreement between Defendant and Settlement Administrator. Pursuant to the Data Processing Agreement, the Settlement Administrator shall keep any Settlement Class Member data or personal information obtained from Defendant, including the identities, Proof of Payment(s), telephone numbers, the mailing and email addresses of all Settlement Class Members strictly confidential, and will comply with all applicable provisions of the Health Insurance Portability and Accountability Act and other applicable state and federal privacy laws. Settlement Class Member data will not be shared with

the Class Representatives. Defendant shall not unreasonably withhold consent to any request to share individual Class Member data with Class Counsel for the limited and specific purposes of responding to Class Member Inquiries and reporting to the Court. Moreover, Class Counsel is authorized to request general reports of Class Member Data, stripped of PII, for the specific and limited purposes of auditing and overseeing the Administrator's performance of its Court-appointed duties. The Settlement Administrator may not use such information for any purpose other than effectuating the terms of the Notice Plan and Plan of Allocation.

4.3 Notice Plan. In accordance with the Notice Plan set forth in the Kroll Declaration, the Settlement Administrator shall (i) mail, or cause to be mailed, the Postcard Notice attached as **Exhibit 5** hereto, to Settlement Class Members at the mailing address provided by Defendant; (ii) e-mail, or cause to be e-mailed, the E-mail Notice attached as **Exhibit 2** hereto, to Settlement Class Members at the e-mail address provided by Defendant; and (iii) cause the publication of the Settlement Website, where Settlement Class Members can access and download the Long-Form Notice and Claim Form attached hereto as **Exhibits 3** and **1**, respectively.

4.4 Settlement Website. While the Settlement Administrator shall have final authority over the design and operation of the Settlement Website, it shall permit Class Counsel, Defendant, and Defendant's Counsel to provide content for and to test the operation of the Settlement Website.

4.5 The Claim Administrator shall add to the Settlement Website other material filings by the Parties or the Court regarding the Settlement, including the Preliminary Approval Order, any application for a Fee and Expense Award and Service Awards, the motion for Final Approval, and any orders with respect to such applications and motions.

4.6 Claim Administration. Every Settlement Class Member shall have the right to submit a Claim for a Settlement Payment. A Claim shall be a Valid Claim only if submitted on the

Claim Form attached as **Exhibit 1** hereto pursuant to, and in compliance with, the procedures set forth in the Long-Form Notice, Postcard Notice, and E-Mail Notice. Submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on Defendant, Plaintiffs, any Settlement Class Member, or any other Person except as expressly provided herein.

4.7 At the election of the Settlement Class Member, Claim Forms must be submitted to the Settlement Administrator via first-class mail or online at the Settlement Website. Claim Forms must be mailed such that they are received by the Settlement Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline. Claim Forms received by the Settlement Administrator or submitted online after the Claim Filing Deadline will not be Valid Claims, except upon order of the Court.

4.8 The Claim Form. The Settlement Class Member must certify the truth and accuracy of the following under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator:

- a) The Settlement Class Member's name, telephone number, e-mail address and mailing address;
- b) That all sections of the Claim Form are completed truthfully, accurately, and completely;
- c) That the Settlement Class Member has read the Notice and Claim Form, including the descriptions of the Releases provided for in the Settlement Agreements;
- d) That the Settlement Class Member is not one of the individuals or entities excluded from the Settlement Class;

- e) That the Settlement Class Member received a Genetic Screening Test performed by Defendant associated with this Claim Form for themselves and not as an agent of another, and has not assigned their Settled Claims to another, and have not submitted another claim on their behalf in this Settlement;
- f) Whether the Settlement Class Member paid out-of-pocket an amount to Defendant that exceeds the Invoice Threshold in connection with the Genetic Screening Test(s) received;
- g) That the Settlement Class Member submits to the jurisdiction of the United States District Court for the Northern District of California with respect to their claim and for purposes of enforcing the Releases set forth in any Judgment(s) that may be entered in the Action;
- h) That the Settlement Class Member agrees to furnish any additional information with respect to this Claim Form as the Settlement Administrator or the Court may require, and the failure to do so may result in the denial of their Claim;
- i) That the Settlement Class Member acknowledges that they will be bound by and subject to the terms of the Judgments that will be entered in the Action if the Settlement is approved; and
- j) That the Settlement Class Member understands that any trial by jury and any right of appeal or review of the Court's determination with respect to their Claim are waived.

4.9 As part of the Notice Plan, the Claim Form shall advise Settlement Class Members of the opportunity to elect to receive their Settlement Payments via electronic means, including Venmo, PayPal, etc. Any Settlement Class Member may elect to receive their Settlement Payment via electronic means by following the instructions provided in the Claim Form.

4.10 For any Settlement Class Member whose Settlement Payment is ten United States Dollars (\$10.00) or more and who does not elect the electronic payment option by the Claim Filing Deadline, the Settlement Administrator shall mail their Settlement Payment by check via U.S. Mail. For any Settlement Class Member whose Settlement Payment is less than ten United States Dollars (\$10.00) and who does not elect the electronic payment option by the Claim Filing Deadline disclosed in the Notice Plan, such Class member will not receive a Settlement Payment and their Settlement Payment shall be treated as an Unclaimed Amount subject to section 2.11 et seq.

4.11 For each Settlement Class Member who submits a Claim stating that they paid out-of-pocket an amount to Defendant that exceeds the Invoice Threshold in connection with the Genetic Screening Test(s) received, but for whom no Proof of Payment exists, the Settlement Administrator shall deem such Claimant to be a No Proof Claimant. Within thirty (30) days after the Claim Filing Deadline, the Settlement Administrator shall contact such Settlement Class Member via e-mail and permit such Settlement Class Member to provide, within 30 days thereafter, documentation substantiating that he or she should be treated as a Proof Claimant rather than a No Proof Claimant.

4.12 For avoidance of doubt, the Settlement Administrator may require Settlement Class Members to provide additional information, on the Claim Form or otherwise, to facilitate the identification of Valid Claims, as well as fraudulent or otherwise invalid Claims, or to resolve any

Settlement Class Member disputes lodged with the Settlement Administrator regarding denied Claims or Settlement Payments.

4.13 The Settlement Administrator shall be responsible for distributing the Settlement Fund to the Settlement Class Members pursuant to the procedures contained in the Plan of Allocation set forth in section 2.5 et seq.

## **5. Objections and Opt-Outs**

5.1 Every Settlement Class Member, except the Excluded Persons, shall have the right to submit a written notice to the Court objecting to the Settlement, the Fee and Expense Award, the Plan of Allocation, or the Service Awards.

5.2 All persons who wish to object to the Settlement, the Fee and Expense Award, the Plan of Allocation, or the Service Awards, shall be advised of the procedure for doing so. The procedure for objecting to the Settlement, the Fee and Expense Award, the Plan of Allocation, or the Service Awards (the “Objection Procedures”), must be followed to validly object, and shall be set forth in the Preliminary Approval Order and the Settlement Website and subject to the Court’s approval.

5.3 Objection Procedures. Any Settlement Class Member who wishes to object must provide a written objection to the Court subject to the specifications set out in the Preliminary Approval Order.

5.4 All Objections that fail to satisfy the requirements of the Objection Procedures, or any additional requirements the Court may impose, shall be void.

5.5 For the avoidance of doubt, Settlement Class Members who object to the Settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms.

5.6 Opt-Out. Every Settlement Class Member shall have the right to exclude themselves from the Settlement Class.

5.7 Opt-Out Procedure. All persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so. The procedure for opting out of the Settlement (the “Opt-Out Procedure”) must be followed to validly opt out and shall be set forth in the Preliminary Approval Order.

5.8 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, or any additional requirements the Court may impose, shall be void. Each person who submits an opt-out request must do so individually. Group Opt-outs, other than those submitted on behalf of family members within the same household, are prohibited.

5.9 Any valid Opt-Out shall not be bound by this Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Settlement Agreement; and shall not be entitled to submit an Objection to this Settlement Agreement.

## **6. Releases**

6.1 No Admission of Liability. This Settlement Agreement is made in compromise of a dispute and to avoid the burden, expense, and uncertainty of further litigation. Neither the Agreement nor anything that the Parties stated or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party’s fault, liability, or wrongdoing. Defendant expressly denies any liability or wrongdoing whatsoever and denies that it failed to disclose material information regarding the Genetic Screening Tests and denies that any of its billing- and pricing-related statements raised in the litigation, marketing materials, advertisements or any other statement, whether written, electronic or oral, were in any way misleading, deceptive or confusing. Defendant maintains that Plaintiffs had access to clear

information regarding the potential costs of the Genetic Screening Tests. Defendant further denies that Plaintiffs' claims are susceptible to class treatment or that they can be managed in a class proceeding except for settlement purposes.

6.2 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement (a) is, may be deemed, or shall be used, offered or received against Defendant or the Released Parties, or each or any of them, as an admission, concession or evidence of the validity of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Actions, the violation of any law, or of any alleged wrongdoing, liability, negligence, or fault of Defendant or the Released Parties. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

6.3 Released Claims. Upon the Effective Date of this Agreement, all the Releasing Parties shall release, forever discharge, and will not in any manner pursue the Actions, and shall be forever barred from asserting, instituting, or maintaining against the Released Parties, any and all Released Claims, as defined in section 1.35 of this Agreement.

6.4 For 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.) (“NIPT Case”). For avoidance of doubt, the Released Claims also do not include (or release) 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. However, to the extent any Settlement Class Member asserts a cause of action or claim that would otherwise fall within the scope of the release but asserts the right to recover both damages caused by personal injury and some other type of damages (for example, but not limited to, economic or statutory damages), that cause of action or claim will survive this release only to the extent of damages caused by personal injury.

6.5 In connection with the Released Claims, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or the common law), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.6 The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any unknown claims they may have. Further, Releasing Parties agree that this waiver is an essential and material term of the Settlement Agreement, and that without such waiver, Defendant would not have accepted or agreed to the Settlement Agreement.

6.7 The Releasing Parties agree and covenant not to sue any Released Parties with respect to any Released Claims or to assist others in doing so, and agree to be forever barred from doing so in any court of law or equity or any other forum.

6.8 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 Defendant between July 10, 2019, through the date of Preliminary Approval.

6.9 Within ten (10) business days of the Effective Date of the Settlement, Class Counsel agrees to file a dismissal with prejudice of the Copley State Court Action.

## **7. Court Approval of the Settlement**

7.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement. Class Counsel will draft and file the motions for Preliminary Approval and Final Approval. Defendant's Counsel will be provided with advance copies of these papers prior to filing to provide comments that Class Counsel will consider. Class Counsel will be provided with advance copies of any papers in support of Preliminary Approval or Final Approval Defendant proposes to file prior to filing to provide comments that Defendant's Counsel will consider.

7.2 Settlement Class. The Parties agree that, for purposes of this Settlement, the Calcaterra Action should be certified and proceed as a class action under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, and that Class Counsel shall serve as counsel for the Settlement Class.

7.3 Preliminary Approval. Within seven (7) days of executing this Agreement, or as otherwise ordered by the Court, Plaintiff Calcaterra, in consultation with Defendant, will move the Court for an order for preliminary approval of the Settlement.

7.4 Final Approval. At least fifty (50) days after the Notice Date, Plaintiff Calcaterra, in consultation with Defendant, shall move the Court for the Final Approval Order seeking:

- i. Final Approval of the Settlement, approving the terms of this Settlement as fair, reasonable, and adequate and in the best interest of Settlement Class Members;
- ii. A finding that the Notice complied with the Settlement Agreement, all applicable law, and due process; and
- iii. Dismissal of the Calcaterra Action with prejudice and entry of a Final Approval Order.

7.5 Effect If Settlement Not Approved or If Terminated. The Settlement Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval, does not issue a Final Approval Order, if the Effective Date does not occur for any reason, or the Agreement is terminated, this Settlement Agreement will be deemed null and void *ab initio*. In that event:

- i. The Preliminary Approval Order and the Final Approval Order, to the extent they have been entered by the Court, will be vacated by operation of law;
- ii. The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated and the Parties agree to negotiate a new pretrial scheduling order;

- iii. No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Actions or any other proceeding; nor shall any such matter be used in the Actions for any purpose whatsoever;
- iv. Defendant will retain all of its rights to object to any attempt by Plaintiffs to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal statement or conclusion within it, including as to the feasibility of the maintenance of the Actions as a class action.

7.6 Modifications Suggested or Ordered by a Court. If the Court or any federal or state authority in response to a notice sent by Defendant pursuant to the Class Action Fairness Act suggests any modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court or authority. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect its material terms, including the benefits provided to Settlement Class Members, the cost to or burden on Defendant, or the scope of any of the releases contemplated in this Agreement. If any Court orders or proposes such additions or modifications, the Parties will each have the right to terminate the Settlement Agreement within seven (7) days from the date of the Court's order or proposal. If any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of section 2.3 and 7.5 will apply.

7.7 Notwithstanding the foregoing, the Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for a Fee and Expense Award, and for Service Awards for Plaintiffs, nor any appeal from such order or reversal or modification thereof.

7.8 Termination by Defendant. Defendant shall have the right and sole discretion, but not the obligation, to terminate the Settlement Agreement if Settlement Class Members exceeding the threshold agreed to by the Parties validly opt out from the Settlement. Notification of intent to terminate the Settlement Agreement must be provided within ten (10) days from the date that the Settlement Administrator provides a list of exclusions following expiration of the Objection and Opt-Out Deadline.

## **8. Class Counsel's Fees, Costs, and Expenses**

8.1 Fee and Expense Award. At least fifty (50) days after the Notice Date, Class Counsel will file a motion with the Court seeking no more than 30% of the Settlement Fund as payment of their reasonable attorneys' fees. In addition, Class Counsel will seek reimbursement of actual costs and expenses, including experts and consultants, incurred in connection with prosecuting the Actions. Class Counsel's motion for attorneys' fees, costs, and expenses will also be posted on the Settlement Website.

8.2 The Fee and Expense Award is within the sole discretion of the Court, and if the award is less than the amount sought by Class Counsel, this will not be a basis for terminating or setting aside the Settlement. Any difference in the amount sought and the amount ultimately awarded shall remain in the Settlement Fund for distribution to Settlement Class Members.

8.3 Timing of Payment. If awarded by the Court, the Fee and Expense Award shall be payable from the Settlement Fund within five (5) business days after the Effective Date.

8.4 Distribution of Fee and Expense Award. Class Counsel shall have sole responsibility and discretion to distribute the Fee and Expense Award. Class Counsel are aware of no attorney or law firm other than Wolf Popper LLP and Berman Tabacco that may claim they are owed attorneys' fees, costs, or expenses under the terms of this Settlement.

## **9. Service Awards**

9.1 Generally. Class Counsel will seek Service Awards for each Class Representative not to exceed \$7,500 per Class Representative in consideration for their service during the course of the Actions and commensurate with their participation in the Actions. Any such Service Awards are separate and apart from any Settlement Payments Plaintiffs may receive as a result of submitting Claims as Settlement Class Members.

9.2 Motion for Service Awards. Class Counsel will move for Service Awards at the same time it files its motion for Fee and Expense Award, and that information will also be posted on the Settlement Website.

9.3 Payment of Service Awards. If awarded by the Court, the Service Awards shall be payable from the Settlement Fund. Class Counsel shall furnish the Settlement Administrator with all necessary payment, routing, and tax information for Plaintiffs to facilitate the transfer. The Service Awards shall be paid within five (5) business days of the Effective Date.

## **10. Miscellaneous Terms**

10.1 Construction and Interpretation. The following additional terms shall govern the construction and interpretation of this Agreement.

10.2 Authority to Execute. Each Party executing this Agreement warrants (a) that he, she, or it has all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution,

delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized on the part of each Party, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each Party and constitutes its legal, valid, and binding obligation. Each Party executing this Agreement further warrants that he, she, or it has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.3 Knowledge and Advice of Counsel. Counsel for the Parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of any other Party. Each Party has consulted with or has had an opportunity to consult with counsel of its own choice about the legal effect of entering into this Agreement, and executes this Agreement being fully informed as to its terms, content and legal effect.

10.4 Entire Agreement. This Agreement, including all exhibits hereto, constitutes the complete, final and exclusive embodiment of the entire agreement among Plaintiffs, the Settlement Class, and Defendant with regard to the subject matter hereof, and supersedes all previous or contemporaneous agreements between Plaintiffs, the Settlement Class, and Defendant relating to the Agreement's subject matter. It is entered into without reliance on any statements, promises, warranties or representations, written or oral, other than those expressly contained herein.

10.5 No Construction Against Any Party. The terms of the Settlement Agreement have been negotiated at arm's-length among knowledgeable parties represented by experienced counsel. The Parties agree that the normal rule of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of the Settlement Agreement, as the Parties each participated in the drafting of the Settlement Agreement.

10.6 Headings and Captions. The captions or headings in this Agreement are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, nor affect any provisions of this Agreement.

10.7 Governing Law. All claims arising out of or relating to this Agreement will be governed, interpreted, enforced, construed and controlled by the laws of the State of California, without regard to principle of conflicts or choice of law provisions.

10.8 Specific Prohibitions. The following specific prohibitions shall apply to the Settlement Agreement as follows:

10.9 Assignment. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same. The Settlement Agreement, including any of the rights and duties of each Party under the Agreement, may not be assigned without prior written approval by the other Parties. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10.10 No Waiver. No Party will be treated as having waived any rights or privileges, including attorney-client privilege, as the result of the Settlement Agreement. Additionally, a waiver of any breach of the Settlement Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of the Agreement.

10.11 Execution in Counterparts. This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

10.12 Amendments. Any amendment must be in writing, signed by Class Counsel and Defendant's Counsel or Defendant, and expressly state that it is amending the Settlement Agreement.

10.13 Representations and Warranties. Plaintiffs and Class Counsel represent and warrant that they are not aware of any other potential claimant, putative class member, or any other attorney who intends to bring a claim against any of the Released Parties with respect to the Released Claims. Class Counsel represent that they have no present intent to solicit other clients with claims, or potential claims, against the Released Parties aside from Plaintiffs and Settlement Class Members.

10.14 Deletion of Documents. The Parties shall comply with the terms of the Protective Order, including all requirements governing the return or destruction of protected materials.

10.15 Confidentiality. The Parties, Class Counsel, and Defendant's Counsel agree that until publication of this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and all associated documents and communications, including the negotiations leading to the execution of the Settlement Agreement and all submissions and arguments related to the mediation proceedings, shall not be disclosed by the Parties, Class Counsel, or Defendant's Counsel other than as necessary to finalize the Settlement. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by this paragraph, including but not limited to any negotiations, communications, or drafts leading to the execution of this Settlement Agreement. Nothing in this paragraph shall supersede section VIII of the November 7, 2025 term sheet.

10.16 No Publicity. Other than to a court in any case filing and to effectuate the Notice Plan, the Parties, Class Counsel and Defendant's Counsel agree not to initiate, authorize, or approve any publicity, press releases, advertising, or internet commentary regarding the Settlement or the Actions.

10.17 Nothing in the previous paragraph should prohibit Class Counsel or Defendant's Counsel from describing the Action and the results achieved for their clients on their firm websites, in RFP responses, in attorney biographies or firm profiles, provided that such counsel rely solely on publicly available information and refrain from any remarks that disparage opposing counsel or their client(s). Nor does anything in the foregoing prohibit Class Counsel from responding to inquiries from Settlement Class Members.

10.18 Attorneys' Fees. Except as otherwise provided herein, including in section 8, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Actions and the Settlement.

10.19 No Tax Advice. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

\* \* \* \* \*

Remainder of Page Intentionally Left Blank. Signature Page to Follow.

**SIGNATORIES**

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and executed this Agreement, approved as to form and content by its duly authorized counsel of record.

**PLAINTIFF RACHEL CALCATERRA**

**DEFENDANT NATERA, INC.**

\_\_\_\_\_

  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 02/26/2026

**PLAINTIFF ELIZABETH COPLEY**

\_\_\_\_\_

Date: \_\_\_\_\_

**BERMAN TABACCO**

**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.**

Agreed to: \_\_\_\_\_

Agreed to:   
\_\_\_\_\_

By: Joseph J. Tabacco, Jr.  
Kristin J. Moody  
Alexander S. Vahdat

By: Daniel J. Herling  
Arameh O'Boyle  
Geoffrey A. Friedman  
Paige E. Adaskaveg

Date: \_\_\_\_\_

Date: 2/27/2026

*Attorneys for Plaintiffs and the Proposed Class.*

*Attorneys for Defendant Natera, Inc.*

**WOLF POPPER LLP**

Agreed to: \_\_\_\_\_

By: Patricia I. Avery  
Philip M. Black

Date: \_\_\_\_\_

*Attorneys for Plaintiffs and the Proposed Class.*

**SIGNATORIES**

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and executed this Agreement, approved as to form and content by its duly authorized counsel of record.

**PLAINTIFF RACHEL CALCATERRA**

**DEFENDANT NATERA, INC.**



Date: 2/26/2026

Date: \_\_\_\_\_

**PLAINTIFF ELIZABETH COPLEY**



Date: 2/26/2026

**BERMAN TABACCO**

**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.**

Agreed to: \_\_\_\_\_

Agreed to: \_\_\_\_\_

By: Joseph J. Tabacco, Jr.  
Kristin J. Moody  
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By: Daniel J. Herling  
Arameh O'Boyle  
Geoffrey A. Friedman  
Paige E. Adaskaveg

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attorneys for Plaintiffs and the Proposed Class.*

*Attorneys for Defendant Natera, Inc.*

**WOLF POPPER LLP**



Agreed to: \_\_\_\_\_

By: Patricia I. Avery  
Philip M. Black

Date: 02/26/2026


*Attorneys for Plaintiffs and the Proposed Class.*

**SIGNATORIES**

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and executed this Agreement, approved as to form and content by its duly authorized counsel of record.

**PLAINTIFF RACHEL CALCATERRA**

**DEFENDANT NATERA, INC.**


  
\_\_\_\_\_

\_\_\_\_\_

Date: 2/26/2026

Date: \_\_\_\_\_

**PLAINTIFF ELIZABETH COPLEY**

  
\_\_\_\_\_

Date: 2/26/2026

**BERMAN TABACCO**

**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.**

Agreed to:   
\_\_\_\_\_

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By: Joseph J. Tabacco, Jr.  
Kristin J. Moody  
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Date: February 26, 2026

Date: \_\_\_\_\_

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Agreed to: \_\_\_\_\_

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