United States District Court
Northern District of California

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

NATERA, INC.,

Defendant.

Case No. 4:23-cv-06342-YGR

ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND SETTING DEADLINES FOR NOTICE, OBJECTION, EXCLUSION, AND FINAL FAIRNESS HEARING

Re: Dkt. No. 59

On August 18, 2026, the Court held a hearing on plaintiff's unopposed motion for provisional certification of a settlement class in this action; preliminary approval of the parties' proposed settlement; approval of the class notice packet; appointing class representative, class counsel and the proposed settlement administrator; and setting a date for the hearing on final approval of the settlement. (Dkt. No. 59 ("Mtn").) Antoinette Adesanya appeared for plaintiff, and Geoffrey A. Friedman and Arameh Zargham O'Boyle appeared for defendants.

Having considered the motion briefing, the arguments of counsel, the relevant law, the terms of the settlement agreement and the class notice, as well as the record in this case, and based on the reasons and terms identified on the record and set forth herein, the Court **GRANTS** plaintiff's motion as set forth herein.

I. BACKGROUND

This action was initiated on November 8, 2021 in this Court, with the filing of a class action complaint by Elizabeth Copley against defendant Natera, Inc. Copley's second amended complaint, filed on September 16, 2022, alleges that Natera misrepresented the price patients would pay for its noninvasive prenatal tests (marketed by Natera as "Panorama") or genetic carrier screening tests (marketed by Natera as "Horizon"), falsely advertised a cash discount on these tests if a patient's insurance paid out more than Natera's listed price, and billed patients at excessive rates for the tests. (Dkt. No. 1-2, Second Amended Complaint ("SAC") ¶¶ 93–94, 108, 117.) On May 8, 2023, the

Court determined that Copley's allegations did not demonstrate the concrete harm required to establish Article III standing. (Dkt. No. 1-3, Order Dismissing Case for Lack of Article III Standing.) It therefore dismissed the action without prejudice as to Copley filing in state court. (*Id.*) On July 10, 2023, Copley re-filed her complaint against Natera in the Superior Court of California, San Mateo. (Dkt. No. 1-5, Class Action Complaint, *Copley v. Natera*, Case No. 23-civ-3095 (Cal. Super. Ct., San Mateo Cnty.)) On December 8, 2023, Natera removed Copley's state court action back to this Court. (Dkt. No. 1, Notice of Removal of Action.) On May 7, 2024, the Court granted plaintiff's motion to sever Copley from this action, remand Copley's claims back to state court, and continue the federal case with Rachel Calcaterra as named plaintiff. (Dkt. No. 30, Order Granting Motion to Sever and Remand; Granting Motion to Dismiss Without Prejudice.) On June 11, 2024, the state court granted the parties' joint stipulation to stay Copley's state court action until a final judgment was issued in the federal action. (Mtn. at 7.) Copley states that she will file a dismissal with prejudice of the state court action within 10 days after the effective date of the settlement in Calcaterra's federal case. (*Id.*) The parties subsequently held mediation and reached a settlement in principle on November 7, 2025. (*Id.* at 4.)

B. Terms of the Settlement Agreement

Under the terms of the Settlement Agreement, defendants will pay $9.5 million into a common settlement fund, without admitting liability, in exchange for a general release of all claims against defendants that were or could have been raised in this action and the state court action. (*Id.* at 5, 7.) This release excludes personal injury claims, claims in the *In re Natera Prenatal Testing Litigation* (Case No. 22-cv-985 (JST) (N.D. Cal.)) (an ongoing case involving allegations that Natera falsely advertised its prenatal tests as reliable, accurate, and free of false positives), and the assertion of defenses and counterclaims by class members should Natera initiate any future legal action seeking to collect payments for Panorama or Horizon tests performed between July 10, 2019 and the present. (*Id.*) The settlement amount includes attorneys' and class representatives' fees, litigation expenses, and the cost of class notice and settlement administration. (*See id.* at 22; Dkt. No. 59-4, Declaration of Patricia I. Avery in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Avery Decl.") ¶¶ 45, 55.)

1. Attorneys' Fees and Costs

Counsel intends to seek $347,800 in settlement administration costs and $64,125 for filing, mediation, expert, document database, research, travel, and photocopying expenses. (*Id.* ¶¶ 45, 55.) Plaintiff's counsel also proposes to allocate 30% of the settlement fund for attorneys' fees. (Mtn. at 22.) Additionally, plaintiff notes that she will provide a breakdown of all remaining litigation and administrative costs in her pending motion for attorneys' fees and expenses. (*Id.* ¶ 55.)

2. Class Relief

After deductions from the common fund for the items listed above, the remaining funds will be distributed among the class members. Class members who have proof of payment for their genetic tests will receive 100% of their out-of-pocket costs in excess of the $249 or $349 they initially paid for the Panorama or Horizon tests (costs collectively referred to as the "Invoice Threshold"). (Mtn. at 6, 20–21.) Class members with no proof of payment will not receive more than $50 each. (*Id.*) If the amount allocated to the no-proof claimants is not exhausted, claimants with proof will receive a *pro rata* share of the remainder. (*Id.*)

Some class members in this action may also be part of the class in *In re Natera Prenatal Testing Litigation*. (*Id.* at 6.) If so, their aggregate recovery across both cases' settlements cannot exceed their out-of-pocket payment for their prenatal test. (*Id.*)

3. Cy Pres/Remainder

Ninth Circuit law requires that there be "a driving nexus between the plaintiff class and the *cy pres* beneficiaries." *See Tabak v. Apple, Inc.*, Case No. 19-cv-2455 (JST), 2024 WL 4642877, at *7 (N.D. Cal. 2024) (internal quotation marks and citation omitted). Any outstanding amounts remaining after the settlement distribution completes that the settlement administrator cannot feasibly distribute back to the settlement class will be donated "one or more non-sectarian, not-for-profit, §501(c)(3) organizations . . . related to the subject matter of the [action], and independent of Calcaterra," defendant, and the parties' counsel. (Mtn. at 6.) Such organizations will be subject to the Court's approval. (*Id.*)

4. Injunctive Relief

In addition to the monetary relief outlined above, defendant will supplement its patient disclosures with the following italicized language to the front of invoices for its Panorama and Horizon tests: "Please review the back of this bill for information about our billing policy and payment options." (*Id*. at 7.) Plaintiff believes, and confirmed to the Court, that this disclosure clarifies Natera's billing practices and keeps future patients and class members from being misled. (*Id*. at 18.)

Natera will also add the following italicized language to requisition forms for the Panorama and Horizon 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." (Mtn. at 7.) Calcaterra clarified during the hearing that Natera can utilize this information to contact patients and healthcare providers, discuss pricing details with them, and avoid surprise billing.

II. Preliminary Approval of Class Action Settlement

A. Legal Standard

A court may approve a proposed class action settlement only "after a hearing and only on finding that it is fair, reasonable, and adequate," and that it meets the requirements for class certification. Fed. R. Civ. P. 23(e)(2). In reviewing the proposed settlement, a court need not address whether the settlement is ideal or the best outcome, but only whether the settlement is fair, free of collusion, and consistent with plaintiff's fiduciary obligations to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). The *Hanlon* court identified the following factors relevant to assessing a settlement proposal: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceeding; (6) the experience and views of counsel; (7) the presence of a government participant; and (8) the reaction of class members to the proposed settlement. *Id.* at 1026 (citation omitted); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).

Settlements that occur before formal class certification also "require a higher standard of fairness." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). In reviewing such settlements, in addition to considering the above factors, a court also must ensure that "the settlement is not the product of collusion among the negotiating parties." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946-47 (9th Cir. 2011).

B. Class Definition and Basis for Conditional Certification

The Settlement Agreement defines the class as all persons who had Panorama or Horizon tests performed between July 10, 2019 and the present and were billed more than $249 for Panorama noninvasive prenatal screening without microdeletions; $349 for Panorama noninvasive prenatal screening with microdeletions; and/or $349 for Horizon genetic carrier screening. (*Id*. at 5.)

Excluded from the class are: (1) persons whose Panorama or Horizon tests were paid for entirely by insurance or another third-party source, and were not billed by Natera; (2) persons whose Panorama or Horizon tests were performed by Natera as part of a clinical trial or research study; (3) judges and magistrate judges presiding over this action and members of their families; (4) Natera and its employees, counsel of record, successors, predecessors, parents, and companies in which it has a controlling interest; and (5) class members who opt out of the settlement. (Dkt. No. 59-5, Ex. 1, [Proposed] Settlement Claim Form at 1.)

The proposed settlement class differs from the class alleged in the second amended complaint in several minor respects. The second amended complaint defines the class as those who paid for a Panorama, Horizon, Vistara, or Spectrum test from Natera and were billed for more than the advertised $249 after taking one of those tests. (SAC ¶ 80.) Plaintiff notes that she dropped the Vistara and Spectrum tests in the settlement because she and Copley did not receive these tests, and because class counsel determined that Vistara (a prenatal single-gene screening test) and Spectrum (a preimplantation genetic screening test) "were not subject to the same alleged course of conduct as the other tests" and "reflect a small fraction of the tests performed by" Natera. (Mtn. at 5, fn. 6.) Moreover, the second amended complaint does not include the exclusions listed in the settlement claim form or the category of class members who paid more than $349 for their Panorama noninvasive prenatal screening with microdeletions test or their Horizon genetic carrier screening test. (SAC ¶ 80.)

The Court finds that, for purposes of settlement, plaintiff has satisfied the requirements of

Rule 23(a) as well as the requirements for certification under one or more subsections of Rule 23(b).

With respect to numerosity under Rule 23(a)(1), the proposed class contains 1,779,090 potential members, well over the 40 members that typically satisfies a class action's numerosity requirement. (Mtn. at 10.)

Commonality under Rule 23(a)(2) requires "questions of law or fact common to the class," though all questions of fact and law need not be in common. *Hanlon*, 150 F.3d at 1026. The following are all common questions of law or fact: (1) whether defendant's billing practices constitute an unfair, unlawful, and/or fraudulent business practice in violation of California's Unfair Competition Law and Consumer Legal Remedies Act; (2) whether defendant misrepresented pricing policies before testing was performed or at a later time; (3) whether defendant concealed the list and cash prices for its Panorama or Horizon tests; and (4) whether defendant's conduct damaged members of the settlement class. (*Id*. at 10, 13.)

The proposed class further satisfies Rule 23(b)(3) in that the aforementioned common issues predominate and the class action is superior to other available methods for fairly and efficiently adjudicating these claims. (*Id*.) "Settlement [c]lass members have little economic interest in prosecuting separate actions against [d]efendant . . . as litigation costs would dwarf potential recovery," making it prohibitive for many class members to vindicate their rights individually and wasting judicial resources. (*Id*. at 14.)

Rule 23(a)(3) requires that the plaintiff show that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Calcaterra argues that, like the rest of the class, she had a Panorama or Horizon test performed by defendant and was charged more than the Invoice Threshold for those tests, despite having encountered Natera's purported representations that the cost would be less. (*Id*. at 10–11.) Calcaterra alleges that these practices as applied to herself were uniform across all class members, who all would receive the same or similar benefits from the settlement: payment of their out-of-pocket costs that exceed the Invoice Threshold. (*Id*. at 11.)

With respect to Rule 23(a)(4), the Court finds the representative party and proposed class counsel have fairly and adequately represented the interests of the proposed Class. Plaintiff's counsel state that they have "decades of distinguished experience litigating and resolving complex consumer class actions," including "healthcare billing class actions." (*Id*. at 15, 17.) In this action, they have "engaged in substantial motion practice, comprehensive fact discovery, and extens[ive] mediation efforts." (*Id*. at 15.) Furthermore, plaintiff argues that she has "provided highly-sensitive and personal documents, communications, and information about their dealings" with defendant in furtherance of this action, including "relevant documents in response to" defendant's discovery requests. (*Id*. at 11.) Calcaterra has also "regularly communicated" with plaintiff's counsel about "pertinent case developments, including mediation and settlement," and reviewed and approved the mediation statement and Settlement Agreement. (*Id*. at 11–12, 18.)

C. Settlement Agreement Appears Fair and Reasonable

Moreover, based upon the information before the Court, the Settlement Agreement falls within the range of possible approval as fair, adequate and reasonable, and there is a sufficient basis for notifying the class and for setting a fairness and final approval hearing.

The settlement recovery of $9.5 million represents approximately 7.5% of the maximum $14,748.918.70 in damages that plaintiff estimated are potentially available in this action. (Mtn. at 19.) According to Calcaterra, the estimated damages constitute the "full amount that the settlement class paid to [d]efendant above and beyond the respective Invoice Thresholds for the genetic tests they received." (*Id*.) Claimants without proof of payment receive a nominal $50 payment if the settlement administrator cannot verify their claims upon follow-up. (*Id*. at 6, 20–21; Cormio Decl. ¶ 26.) Calcaterra contends that these amounts are "comparable to recent settlements in class actions alleging violations of consumer protection statutes, and exceeds many other medical billing settlements by requiring defendants to fund settlement payments in cash." (*Id*. at 19.)

Regarding the *Hanlon* factors, the Court finds that they indicate the settlement here is fair and reasonable. Absent the settlement, plaintiff urges that she and the settlement class risk "recovering nothing, or achieving [only] a modest recovery." (*Id*.) She argues that defendant continues to deny that it misrepresented its billing practices or that it failed to disclose key information, and that Natera would vigorously defend itself at class certification, summary judgment, and trial. (*Id.*) Plaintiff therefore believes she would incur "more costs and expenses" to certify the class through submitting "*Daubert*-compliant expert testimony setting forth a class-wide damages model," "surviving several dispositive motions," "fully succeeding at trial, and defend[ing] against an appeal should trial go her way." (*Id.* at 20.) Furthermore, the Court agrees that counsel for both parties are highly experienced, and the record does not indicate collusion or self-dealing. *See In re Bluetooth*, 654 F.3d at 946–47.

Thus, the Settlement Agreement appears to have been the product of arm's length and informed negotiations. The relief provided for the class appears to be adequate, taking into account the costs, risks, and delay of trial and appeal; the effectiveness of any proposed method of distributing relief to the class, including the method of processing class members' claims; and the 10% opt-out threshold for terminating the settlement.[1] (Dkt. No. 76-1, Supplemental Agreement ("Supp. Ag.") ¶ 2.) Moreover, the Settlement Agreement appears to treat class members equitably relative to each other, as the Settlement Agreement expressly contemplates. (*See* Mtn. at 6, 19–21; Cormio Decl. ¶ 26.)

Based on the foregoing, the Court **CONDITIONALLY CERTIFIES** the class and provisionally appoints the law firms of Wolf Popper LLP and Berman Tabacco as class counsel and plaintiff Rachel Calcaterra as class representative. The Court does not agree that Copley has standing to serve as a class representative in this federal action.[2]

As covered in the August 18, 2026 hearing, the Court in considering final approval will require: (1) comparator case(s) and (2) justification for attorneys' fees over the Ninth Circuit benchmark of 25% if pursued; (3) proof of a properly working settlement website; (4) removal of all references to Copley as class representative in the case caption and motion papers; and (5) removal

[1] The Court discusses the effectiveness of the Settlement Agreement's relief distribution, claims processing, and equitable treatment of class members in Sections III(A)–III(B) of this Order.

[2] As affirmed at the August 18, 2026 hearing and pursuant to the Court's May 8, 2023 and May 7, 2024 orders, Copley will not serve as named plaintiff or class representative in this action. (Dkt. No. 1-3, Order Dismissing Case for Lack of Article III Standing; Dkt. No. 30, Order Granting Motion to Sever and Remand; Granting Motion to Dismiss Without Prejudice.) The only named plaintiff and class representative in this action is Calcaterra.

of the phrase "relate to" in all binding releases.

III. Plan of Notice, Allocation, and Administration

A. Notice Plan

A court must "direct notice [of a proposed class settlement] in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "[T]he class must be notified of a proposed settlement in a manner that does not systematically leave any group without notice." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982). Adequate notice must: (1) be the best notice practicable; (2) be reasonably calculated, under the circumstances, to apprise the class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (3) be reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meet all applicable requirements of due process and any other applicable requirements under federal law. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Due process requires "notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

Under their plan, the parties propose to send by email a settlement notice to all identified class members for whom an email address is available. (Mtn. at 23.) The settlement administrator will also mail a postcard notice to all identified settlement class members with an available mailing address who (1) have no associated an email address, or (2) for whom attempts to deliver an email notice are unsuccessful. (*Id*. at 8.) Furthermore, the settlement administrator will provide a delivery status of each email record and whether it was delivered; update its email database each time an email or mail notice is delivered incorrectly; and check physical addresses through the United States Postal Service's National Change of Address database. (*See generally* Dkt. No. 59-1, Declaration of Robert Cormio of Kroll Settlement Administration LLC in Connection with Preliminary Approval of Settlement ("Cormio Decl.") ¶¶ 5–17.)

Moreover, the settlement notice itself summarizes the lawsuit, settlement, and class members' rights in plain English. (Dkt. No. 59-5, Ex. 3, [Proposed] Notice of Class Action

Settlement ("Long Form Not.") ¶¶ 1–6, 10.) It contains detailed instructions and deadlines for claiming payments under and making objections and opt-outs to the Settlement Agreement. (*Id.* ¶¶ 8–9, 13–15.) The notice clearly states the date and location of the fairness and final approval hearing. (*Id.* ¶ 1.) It also lists a phone number and email address for class members to contact class counsel and the settlement administrator with questions about the settlement and links to the settlement website with updates about the settlement process. (*Id.* ¶¶ 3, 11.)

The plan of notice and notice of settlement are therefore sufficient to inform class members of the terms of the Settlement Agreement, their rights under the Settlement Agreement, their rights to object to or comment on the Settlement Agreement, their rights to receive a payment or opt out of the Settlement Agreement, and the date and location of the fairness and final approval hearing.

Accordingly, the Court **APPROVES** the plan of notice and notice of settlement. The Settlement Agreement is attached as **Exhibit A** to this Order.

B. Plan of Allocation

The proposed plan of allocation set forth in the motion and the class notices offers an equitable basis to allocate the gross settlement fund among all class members who submit an acceptable claim form. The plan was developed by class counsel and reflects an assessment of damages that plaintiff contends could have been recovered under their theories of liability. Under the plan, class members who have proof of payment for their Panorama or Horizon test will receive 100% of their out-of-pocket costs in excess of the applicable Invoice Threshold for their test. (Mtn. at 6, 20–21.)

Class members without proof of payment will not receive more than $50 each. (*Id.*) If the amount allocated to the no-proof claimants is not exhausted, the claimants with proof will receive a *pro rata* share of the remainder. (*Id.*) Before designating any claimant as a no-proof claimant, the settlement administrator will contact claimants who fail to provide appropriate proof that they made an out-of-pocket payment to Natera "no more than [30] days after the Claim Filing Deadline" to ask for more substantial documentation. (Cormio Decl. ¶ 26.)

Some class members in this action may also be part of the class in *In re Natera Prenatal Testing Litigation*. (Mtn. at 6.) Given the overlap in the two, actions, the Court finds this to be a reasonable provision. Accordingly, the Court **APPROVES** the plan of allocation and claim form. The claim form is attached hereto as **Exhibit B.**

C. Settlement Administrator

Kroll Settlement Administration LLC is appointed to act as the settlement administrator pursuant to the terms set forth in the Settlement Agreement. (*Id*. at 8.)

The settlement administrator shall distribute the class notice according to the notice plan described in the Settlement Agreement and substantially in the form approved herein, no later than 30 calendar days after entry of the preliminary approval order. (*Id*. at 24–25.) Proof of distribution of the class notice shall be filed by the parties in conjunction with the motion for final approval.

Within 10 calendar days after the entry of this Order, defendants will provide the settlement administrator with all reasonably available information regarding the number of settlement class members; class members' names, email addresses, mailing addresses, and telephone numbers; as well as proof of payment(s) for each class member. (Dkt. No. 59-5, Ex. A, Settlement Agreement ¶ 4.2.) The settlement administrator will keep any class member data or personal information obtained from defendant strictly confidential and comply with all applicable provisions of the Health Insurance Portability and Accountability Act and other applicable state and federal privacy laws. (*Id*.) Settlement class member data will not be shared with the class representative. (*Id*.)

D. Exclusion/Opt-Out

Any class member shall have the right to be excluded from the class by submitting a request for exclusion to the settlement administrator through the settlement website or by mail, provided it is received within 35 calendar days after the filing of the plaintiff's motion for attorneys' fees and reimbursement of reasonable costs and expenses. (Long Form Not. ¶¶ 1, 14.) Class members who request exclusion from the settlement must provide their name, address, telephone number, and a signature. (*Id*. ¶ 14.)

No later than seven (7) calendar days before the final approval hearing, the settlement administrator and class counsel shall file with the Court an update on the status of the notice program and a list of all persons or entities that have timely requested exclusion from the class, as provided in the Settlement Agreement. (Mtn. at 25.)

Any class member who does not request exclusion from the settlement class as provided above shall be bound by the terms and provisions of the Settlement Agreement upon its final approval, including but not limited to the releases, waivers, and covenants described in the Settlement Agreement, whether or not such person or entity objected to the Settlement Agreement, and whether or not such person or entity makes a claim upon the settlement funds.

Defendant has the option of terminating the settlement if 10% or more of the accounts that are held by class members opt out of the settlement. (Supp. Ag. ¶ 2.) Defendant must provide written notice to class counsel at least 14 business days before the final approval hearing if they elect this option. (*Id.* ¶ 6.) Class counsel then has 12 business days upon receipt of this notice to cause the retraction or withdrawal of a sufficient number of requests for exclusion such that the opt-out rate decreases below the 10% threshold, nullifying the defendant's termination notice. (*Id.* ¶ 7.) Class members may retract or withdraw their opt-out by signing and filing a written notice to the settlement administrator. (*Id.*)

E. Objections

Any class member who does not opt out of settlement may file or postmark their objection to the Settlement Agreement with the Court electronically, in-person, or by mail within 35 calendar days after the filing of the plaintiff's motion for attorneys' fees and reimbursement of reasonable costs and expenses. (Long Form Not. ¶¶ 1, 15.)

Objections must include (1) the case name and number; (2) the objector's name, mailing address, email address, and telephone number; (3) written documentation of the objector's Panorama or Horizon test purchase from Natera; (4) legal reasons for objecting to the settlement, plan of allocation, service award, or attorneys' fees; (5) whether the objecting party intends to appear and be heard at the final approval hearing; (6) lawyers who will appear on the objecting party's behalf; (7) names of people who will testify in support of the objector; (8) past objections to settlements over the last five years, or an affirmative statement that none have been made; and (9) the signature of the objector and their attorney. (*Id.*)

F. Attorneys' Fees, Costs, and Class Representative Reimbursement

The class representative and class counsel shall file their motion for attorneys' fees and expenses, including for reimbursement to the class representative, by no later than 50 calendar days after the notice date. (Mtn. at 24–25.) Each settlement class member shall have the right to object to the motion by filing or postmarking a written objection with the Court no later than 35 calendar days after the parties file their motion for attorneys' fees and expenses. (Long Form Not. ¶ 15.)

G. Fairness and Final Approval Hearing

All briefs, memoranda, and papers in support of final approval of the settlement shall be filed no later than 50 calendar days after the Notice Date. (Mtn. at 24–25.)

The Court will conduct a fairness and final approval hearing on **Tuesday, March 2, 2027 at 9:00 a.m. PT**, to determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as to the Class. The Court will hear all evidence and argument necessary to evaluate the Settlement Agreement and will consider class counsel's motion for attorneys' fees and expenses, including for reimbursement to the class representative.

Class members may appear, by counsel or on their own behalf, to be heard in support of or in opposition to the Settlement Agreement and class counsel's motion for litigation costs and expenses by filing a notice of intention to appear no later than 150 days after entry of this preliminary approval order.

The Court reserves the right to continue the date of the final approval hearing without further notice to class members.

The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

H. Post-Distribution Accounting

If final approval is granted, the parties will be required to file post-distribution accounting in accordance with this District's Procedural Guidance for Class Action Settlements and at a date set by the Court at the time of the final approval hearing. Counsel should prepare accordingly.

Summary of Key Dates	
Event	**Date**
Defendant to provide the settlement administrator with: - Number of settlement class members - Names, email addresses, mailing addresses, and telephone numbers of settlement class members, to the extent that defendant has possession of them - Proof of payments	10 calendar days after entry of this Order.
Mailing of notice of settlement to class members ("Notice Date")	30 calendar days after entry of this Order.
Class counsel to file motion for attorneys' fees and expenses, including for class representative reimbursement	50 calendar days after the Notice Date.
Motion for final approval to be filed by	50 calendar days after entry of this Order.
Deadline for the settlement administrator to receive a class member's request for exclusion and for class members to file or postmark their objection to the Settlement Agreement and/or the parties' motion for attorneys' fees and expenses	35 calendar days after the parties file their motion for attorneys' fees and expenses.
Deadline for parties to file responses to any settlement class member objections	21 days after the objection and opt-out deadline.
Deadline for class counsel and the settlement administrator to submit supplemental statements regarding status of notice program and opt-outs	7 calendar days before the fairness and final approval hearing.
Fairness and final approval hearing	**Tuesday, March 2, 2027 at 9:00 a.m. PT** NOTE: Subject to change without further notice to the Class.

IT IS SO ORDERED.

This terminates Dkt. No. 59.

Dated: September 2, 2026

YVONNE GONZALEZ ROGERS
CHIEF UNITED STATES DISTRICT JUDGE