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SAXENA WHITE P.A.
David R. Kaplan (SBN 230144)
dkaplan@saxenawhite.com
505 Lomas Santa Fe Drive, Suite 180
Solana Beach, CA 92075
Tel.: (858) 997-0860
Fax: (858) 369-0096

MOTLEY RICE LLC
Max N. Gruetzmacher (*pro hac vice*)
mgruetzmacher@motleyrice.com
Christopher F. Moriarty (*pro hac vice*)
cmoriarty@motleyrice.com
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
Telephone: (843) 216-9000

*Counsel for Lead Plaintiffs and
Lead Counsel for the Settlement Class*

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

STEVEN LEVENTHAL, Individually and
on Behalf of All Others Similarly Situated,

Plaintiff,

vs.

CHEGG, INC., DANIEL L.
ROSENSWEIG, ANDREW J. BROWN,
and NATHAN SCHULTZ,

Defendants.

Case No. 5:21-cv-09953-PCP

CLASS ACTION

MODIFIED
~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING SETTLEMENT AND PROVIDING
FOR NOTICE

1 WHEREAS, a putative securities class action is pending in this Court entitled *Steven*
2 *Leventhal v. Chegg, Inc., et al.*, Case No. 5:21-cv-09953-PCP (N.D. Cal.) (the “Action”);

3 WHEREAS, by order dated September 7, 2022, this Court appointed KBC Asset
4 Management NV and Pompano Beach Police and Firefighters’ Retirement System as Lead
5 Plaintiffs (“Lead Plaintiffs”) and Motley Rice LLC (“Motley Rice”) and Saxena White P.A.
6 (“Saxena White”) as Lead Counsel (“Lead Counsel”) (ECF No. 105);

7 WHEREAS, on December 8, 2022, Lead Plaintiffs filed their Consolidated Class Action
8 Complaint for Violations of the Federal Securities Laws and Jury Trial Demand (ECF No. 115);

9 WHEREAS, Lead Plaintiffs, on behalf of themselves and the Settlement Class (defined
10 below), and Defendants Chegg, Inc. (“Chegg”), Daniel L. Rosensweig, Andrew J. Brown, and
11 Nathan Schultz (collectively, “Defendants”) have entered into a Stipulation and Agreement of
12 Settlement dated November 5, 2024 (the “Stipulation” or “Settlement Agreement”) (ECF
13 189-2), subject to approval by this Court (the “Settlement”);

14 WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal
15 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with
16 the Stipulation, allowing notice to Settlement Class Members, as more fully described herein, and
17 certifying a Settlement Class defined as “all persons who purchased, or otherwise acquired Chegg
18 common stock between May 5, 2020, and November 1, 2021, inclusive, and who were damaged
19 thereby” (the “Settlement Class Period”);

20 WHEREAS, the Court has read and considered: (a) Lead Plaintiffs’ motion for
21 preliminary approval of the Settlement, and the papers filed and arguments made in connection
22 therewith (ECF 189); and (b) the Stipulation and the exhibits attached thereto (ECF 189-2); and

23 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall
24 have the same meanings as they have in the Stipulation (ECF 189-2);

25 NOW THEREFORE, IT IS HEREBY ORDERED:

26 1. **Class Certification for Settlement Purposes Only:** Pursuant to Rules 23(a) and
27 (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of
28 effectuating the proposed Settlement, a Settlement Class consisting of all persons who purchased,

1 or otherwise acquired Chegg common stock between May 5, 2020, and November 1, 2021,
2 inclusive, and who were damaged thereby. Excluded from the Settlement Class are: (1)
3 Defendants; (2) the Officers or directors of Chegg during the Settlement Class Period; (3) the
4 Immediate Family members of any Defendant or any Officer or director of Chegg during the
5 Settlement Class Period; and (4) any entity that any Defendant owns or controls, or owned or
6 controlled, during the Settlement Class Period. Also excluded from the Settlement Class are those
7 persons who file valid and timely requests for exclusion in accordance with this Preliminary
8 Approval Order.

9 2. **Class Findings:** Solely for purposes of the proposed Settlement of this Action, the
10 Court finds that each element required for certification of the Settlement Class pursuant to Rule
11 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class
12 are so numerous that their joinder in the Action would be impracticable; (b) there are questions of
13 law and fact common to the Settlement Class which predominate over any individual questions;
14 (c) the claims of Lead Plaintiffs in the Action are typical of the claims of the Settlement Class; (d)
15 Lead Plaintiffs and Lead Counsel have and will fairly and adequately represent and protect the
16 interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members
17 predominate over any questions affecting only individual members; and (f) a class action is
18 superior to other available methods for the fair and efficient adjudication of the Action.

19 3. The Court hereby finds and concludes that, pursuant to Rule 23 of the Federal Rules
20 of Civil Procedure, and for purposes of the Settlement only, Lead Plaintiffs are the most adequate
21 class representatives for the Settlement Class and certifies them as Class Representatives for the
22 Settlement Class. The Court also appoints Motley Rice LLC and Saxena White P.A. as Class
23 Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

24 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
25 approves the Settlement, as embodied in the Stipulation, as being fair, reasonable, and adequate to
26 the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as
27 described below.

28 5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement

1 Hearing”) on **Thurs. April 24, 2025 at 10:00 a.m.** in Courtroom 8 – 4th Floor, of the United
2 States District Court for the Northern District of California, 280 South First Street, San Jose,
3 California, 95113, for the following purposes: (a) to determine whether the proposed Settlement
4 on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the
5 Settlement Class, and should be approved by the Court; (b) to determine whether the Judgment
6 attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice
7 against Defendant Releasees; (c) to determine whether the proposed Plan of Allocation for the
8 proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether
9 the motion by Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation
10 Expenses should be approved; and (e) to consider any other matters that may be properly brought
11 before the Court in connection with the Settlement. Notice of the Settlement and the Settlement
12 Hearing shall be given to Settlement Class Members as set forth in paragraph 7 of this Order.

13 6. The Court may adjourn or vacate the Settlement Hearing without further notice to
14 the Settlement Class, and may approve the proposed Settlement with such modifications as the
15 Parties may agree to in writing, if appropriate, without further notice to the Settlement Class.

16 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead
17 Counsel is hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise
18 and administer the notice procedure in connection with the proposed Settlement as well as the
19 processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement
20 Hearing shall be given by Lead Counsel as follows:

21 a) within ten (10) business days of the date of entry of this Order, Chegg shall
22 provide or cause to be provided to the Claims Administrator (at no cost to the Settlement Fund,
23 Lead Counsel, or the Claims Administrator) records reasonably available to Chegg or its transfer
24 agent concerning the identity and last known address of Settlement Class Members, in electronic
25 form or other form as is reasonably available to Chegg or its transfer agent, which information the
26 Claims Administrator shall treat and maintain as confidential;

27 b) not later than twenty (20) calendar days after the date of entry of this Order
28 (the “Notice Date”), the Claims Administrator shall cause a copy of the Postcard Notice,

1 substantially in the form attached hereto as Exhibit A-4, to be emailed or mailed by first-class mail
2 to potential Settlement Class Members at the addresses set forth in the records that Chegg caused
3 to be provided, or who otherwise may be identified through further reasonable effort;

4 c) contemporaneously with the mailing and/or emailing of the Postcard
5 Notice, the Claims Administrator shall cause copies of the Postcard Notice, Summary Notice,
6 Notice, and the Claim Form to be posted on a website to be developed for the Settlement, from
7 which copies of the Postcard Notice, Notice, and Claim Form can be downloaded;

8 d) not later than ten (10) business days after the Notice Date, the Claims
9 Administrator shall cause the Summary Notice, substantially in the form **attached to the parties'**
10 **motion for preliminary approval (ECF 189)** as Exhibit A-3, to be published once in *Investor's*
11 *Business Daily* and to be transmitted once over the *PR Newswire*; and

12 e) Not later than seven (7) calendar days prior to the Settlement Hearing, Lead
13 Counsel shall file with the Court proof, by affidavit or declaration, of such mailing, emailing, and
14 publication.

15 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form
16 and content, the Notice, the Claim Form, the Summary Notice, and the Postcard Notice attached to
17 **ECF 189** as Exhs. A-1, A-2, A-3, and A-4, respectively, and (b) finds that the emailing or mailing
18 of the Postcard Notice directing Settlement Class Members to the Settlement Website to access
19 the Notice (which shall contain the general terms of the Settlement set forth in the Stipulation, the
20 proposed Plan of Allocation, the general terms of the fee and expense application, and the date of
21 the Final Approval Hearing) and the publication of the Summary Notice in the manner and form
22 set forth in paragraph 7 of this Order (i) is the best notice practicable under the circumstances; (ii)
23 constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement
24 Class Members of the pendency of the Action, of the effect of the proposed Settlement (including
25 the Releases to be provided thereunder), of Lead Plaintiffs' motion for an award of attorneys' fees
26 and reimbursement of Litigation Expenses, of their right to object to the Settlement, the Plan of
27 Allocation, or Lead Plaintiffs' motion for attorneys' fees and reimbursement of Litigation
28 Expenses, of their right to exclude themselves from the Settlement Class, and of their right to

1 appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons
2 and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements
3 of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the
4 Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as
5 amended, and all other applicable laws and rules. The date and time of the Settlement Hearing
6 shall be included in the Notice and Summary Notice before they are mailed and published,
7 respectively. As provided for in the Stipulation, Lead Counsel may pay out of the Settlement Fund,
8 without further approval from Defendants and without further order of the Court, Notice and
9 Administration Costs.

10 9. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise
11 acquired Chegg common stock during the Settlement Class Period for the benefit of another person
12 or entity shall either: (a) within seven (7) calendar days of receipt of the Notice, request from the
13 Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial
14 owners, and within seven (7) calendar days of receipt of those Postcard Notices, forward them to
15 all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Postcard Notice,
16 send a list of the names and email and/or physical addresses of all such beneficial owners to the
17 Claims Administrator, in which event the Claims Administrator shall promptly email and/or mail
18 the Postcard Notice to such beneficial owners. Such holders of record shall be reimbursed from
19 the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the
20 reasonable expense of providing Postcard Notice to beneficial owners who are Settlement Class
21 Members, which expenses would not have been incurred except for the sending of such Postcard
22 Notice, subject to further order of this Court with respect to any dispute concerning such
23 compensation.

24 10. **Participation in the Settlement** – Settlement Class Members who wish to
25 participate in the Settlement and to be potentially eligible to receive a distribution from the Net
26 Settlement Fund must complete and submit a Claim Form in accordance with the instructions
27 contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked or
28 submitted online no later than one hundred (100) calendar days after the Notice Date.

1 Notwithstanding the foregoing, Lead Counsel may, at their sole discretion, accept late Claims for
2 processing provided such acceptance does not delay the distribution of the Net Settlement Fund to
3 the Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted
4 to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the
5 Settlement.

6 11. Each Claim Form submitted must satisfy the following conditions: (a) it must be
7 properly completed, signed, and submitted in a timely manner in accordance with the provisions
8 of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for
9 the transactions and holdings reported therein, in the form of broker confirmation slips, broker
10 account statements, an authorized statement from the broker containing the transactional and
11 holding information found in a broker confirmation slip or account statement, or such other
12 documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the
13 person executing the Claim Form is acting in a representative capacity, a certification of his, her,
14 or its current authority to act on behalf of the Settlement Class Member must be included in the
15 Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim
16 Form must be complete and contain no material deletions or modifications of any of the printed
17 matter contained therein, and must be signed under penalty of perjury.

18 12. Any Settlement Class Member who or which does not timely and validly submit a
19 Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have
20 waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from
21 participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation
22 and the Settlement and all proceedings, determinations, orders, and judgments in the Action
23 relating thereto, including, without limitation, the Judgment and the Releases provided for therein,
24 whether favorable or unfavorable to the Settlement Class; and (d) shall be permanently barred from
25 commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the
26 Defendant Releasees, as more fully described in the Stipulation and Notice. Notwithstanding the
27 foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 10 above.

28 13. **Exclusion From the Settlement Class** – Any member of the Settlement Class who

1 wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in
2 writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any
3 such request for exclusion from the Settlement Class must be mailed or delivered such that it is
4 received no later than twenty-eight (28) calendar days prior to the Settlement Hearing, to:
5 Exclusions, *In re Chegg, Inc. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173001,
6 Milwaukee, WI 53217, and (b) each request for exclusion must (i) state the name, address, and
7 telephone number of the person or entity requesting exclusion, and in the case of entities, the name
8 and telephone number of the appropriate contact person; (ii) state that such person or entity
9 “requests exclusion from the Settlement Class in *Leventhal v. Chegg, Inc., et al.*, Case No. 5:21-
10 cv-09953-PCP”; (iii) state the number of shares of Chegg common stock that the person or entity
11 requesting exclusion purchased/acquired and sold during the Settlement Class Period, as well as
12 the dates and prices of each such purchase/acquisition and sale, and the number of shares held at
13 the beginning of the Settlement Class Period; and (iv) be signed by the person or entity requesting
14 exclusion or an authorized representative. A request for exclusion shall not be effective unless it
15 provides all the required information and is received within the time stated above or is otherwise
16 accepted by the Court.

17 14. Any person or entity who or which timely and validly requests exclusion in
18 compliance with the terms stated in this Order and is excluded from the Settlement Class shall not
19 be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or
20 judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

21 15. Any Settlement Class Member who or which does not timely and validly request
22 exclusion from the Settlement Class in the manner stated herein: (a) shall be deemed to have
23 waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred
24 from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be
25 bound by the provisions of the Stipulation, the Settlement, and all proceedings, determinations,
26 orders, and judgments in the Action relating to the Settlement, including, but not limited to, the
27 Judgment and the Releases provided for therein whether favorable or unfavorable to the Settlement
28 Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released

1 Claims against any of the Defendant Releasees, as more fully described in the Stipulation and
2 Notice.

3 16. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
4 Member who or which does not request exclusion from the Settlement Class may enter an
5 appearance in the Action, at his, her, or its own expense, individually or through counsel of his,
6 her, or its own choice, by filing (electronically or in person), or sending by mail such notice to the
7 address below in paragraph 17, with the Court such that it is filed or postmarked no later than
8 twenty-eight (28) calendar days before the Settlement Hearing or as the Court may otherwise
9 direct. Any Settlement Class Member who or which does not enter an appearance will be
10 represented by Lead Counsel.

11 17. Any Settlement Class Member who does not request exclusion from the Settlement
12 Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, or
13 Lead Plaintiffs’ motion for an award of attorneys’ fees and reimbursement of Litigation Expenses
14 and appear and show cause, if he, she, or it has any cause why the proposed Settlement, the
15 proposed Plan of Allocation, or Lead Plaintiffs’ motion for attorneys’ fees and reimbursement of
16 Litigation Expenses should not be approved; *provided, however*, that no Settlement Class Member
17 shall be heard or entitled to contest the approval of the terms and conditions of the proposed
18 Settlement, the proposed Plan of Allocation, or the motion for attorneys’ fees and reimbursement
19 of Litigation Expenses unless that person or entity has filed (electronically or in person) or has
20 sent by mail to the address below a written objection with the Court postmarked no later than
21 twenty-eight (28) calendar days before the Settlement Hearing.

22 **Clerk of the Court**

23 Class Action Clerk
24 United States District Court
25 280 South First Street
26 San Jose, California, 95113

27 18. Any Settlement Class Member who does not request exclusion from the Settlement
28 Class, and who has properly filed an objection pursuant to paragraph 17 above, may enter an
appearance in the Action, at his, her, or its own expense, individually or through counsel of his,

1 her, or its own choice, by filing with the Clerk of the Court a notice of appearance, in the same
2 manner as set forth in paragraph 17 above, such that it occurs twenty-eight (28) calendar days
3 before the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class
4 Member who does not enter an appearance will be represented by Lead Counsel.

5 19. Any objections, filings, and other submissions by the objecting Settlement Class
6 Member: (a) must state the name, address, and telephone number of the person or entity objecting
7 and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's
8 objection or objections, and the specific reasons for each objection, including any legal and
9 evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and
10 (c) must include documents sufficient to prove membership in the Settlement Class, including the
11 number of shares of Chegg common stock that the objecting Settlement Class Member
12 purchased/acquired and sold during the Settlement Class Period, as well as the dates and prices of
13 each such purchase/acquisition and sale, and the number of shares held at the beginning of the
14 Settlement Class Period, and must be accompanied by adequate supporting documentation for the
15 transactions and holdings reported therein, in the form of broker confirmation slips, broker account
16 statements, or an authorized statement from the broker containing the transactional and holding
17 information found in a broker confirmation slip or account statement. Objectors who enter an
18 appearance and desire to present evidence at the Settlement Hearing in support of their objection
19 must include in the written objection or notice of appearance the identity of any witnesses they
20 may call to testify and any exhibits they intend to introduce into evidence at the hearing.

21 20. Any Settlement Class Member who or which does not make his, her, or its objection
22 in the manner provided herein shall be deemed to have waived his, her, or its right to object to any
23 aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Plaintiffs' motion
24 for an award of attorneys' fees and reimbursement of Litigation Expenses and shall be forever
25 barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the
26 Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or
27 from otherwise being heard concerning the Settlement, the Plan of Allocation, or the requested
28 attorneys' fees and Litigation Expenses in this or any other proceeding.

1 21. **Stay Order** – Until otherwise ordered by the Court, the Court stays all proceedings
2 in the Action other than proceedings necessary to carry out or enforce the terms and conditions of
3 the Stipulation.

4 22. **Settlement Fund** – The contents of the Settlement Fund held by The Huntington
5 National Bank (“Huntington Bank”) in one or more custodian/escrow accounts, for which
6 Huntington Bank will serve as the Escrow Agent, shall be deemed and considered to be *in custodia*
7 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they
8 shall be distributed pursuant to the Stipulation or further order(s) of the Court.

9 23. **Taxes** – Lead Counsel are authorized and directed to prepare any tax returns and
10 any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement
11 Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations
12 with respect to Taxes and any reporting or filings in respect thereof without further order of the
13 Court in a manner consistent with the provisions of the Stipulation.

14 24. **Termination of Settlement** – If the Settlement is terminated as provided in the
15 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails
16 to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect,
17 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the
18 rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants, and the Parties
19 shall revert to their respective positions in the Action as of September 26, 2024, as provided in the
20 Stipulation.

21 25. **Use of this Order** – Neither this Order, the Stipulation (whether or not
22 consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any
23 other plan of allocation that may be approved by the Court), the Supplemental Agreement, and the
24 documents prepared to effectuate this Settlement, the negotiations leading to the execution of the
25 Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation, or
26 approval of the Settlement (including any arguments proffered in connection therewith):

27 (a) shall be (i) offered against any of the Defendant Releasees as evidence of, or construed
28 as, or deemed to be evidence of any presumption, concession, or admission by any of the
Defendant Releasees with respect to, (aa) the truth of any fact alleged by Lead Plaintiffs or

1 any Settlement Class Member; (bb) the validity of any claim that was or could have been
2 asserted in the Action or in any other litigation; (cc) the deficiency of any defense that has
3 been or could have been asserted in this Action or in any other litigation; (dd) any liability,
4 negligence, fault, or other wrongdoing of any of the Defendant Releasees; or (ee) any
damages suffered by Plaintiffs or the Settlement Class; or (ii) in any way referred to for
any other reason as against any of the Defendant Releasees, in any civil, criminal, or
administrative action or proceeding (including arbitration), other than such proceedings
necessary to effectuate the provisions of the Stipulation;

5 (b) shall be (i) offered against any of the Plaintiff Releasees, as evidence of, or construed
6 as, or deemed to be evidence of any presumption, concession, or admission by any of the
7 Plaintiff Releasees (aa) that any of their claims are without merit, that any of the Defendant
8 Releasees had meritorious defenses, or that damages recoverable under the Complaint
9 would not have exceeded the Settlement Amount; or (bb) with respect to any liability,
negligence, fault, or wrongdoing; or (ii) in any way referred to for any other reason as
against any of the Plaintiff Releasees, in any civil, criminal, or administrative action or
proceeding (including arbitration), other than such proceedings necessary to effectuate the
provisions of the Stipulation; or

10 (c) shall be construed against any of the Releasees as an admission, concession, or
11 presumption that the consideration to be given under the Settlement represents the amount
12 that could be or would have been recovered after trial; *provided, however*, that if the
13 Stipulation is approved by the Court, the Parties and the Releasees and their respective
14 counsel may refer to it to effectuate the protections from liability granted thereunder or
15 otherwise to enforce the terms of the Settlement.

16 26. **Supporting Papers** – Lead Counsel shall file the opening papers in support of the
17 proposed Settlement, the Plan of Allocation, and Lead Counsel’s motion for an award of attorneys’
18 fees and reimbursement of Litigation Expenses no later than **fifty-six (56)** calendar days prior to
19 the Settlement Hearing; and Lead Plaintiffs and Lead Counsel are authorized to file reply papers
20 no later than **fourteen (14)** calendar days prior to the Settlement Hearing.

21 27. The Court retains jurisdiction to consider all further applications arising out of or
22 connected with the proposed Settlement.
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28. **Schedule for Settlement Related Events:**

<u>Event</u>	<u>Proposed Due Date</u>
Deadline for publishing the Summary Notice (Preliminary Approval Order ¶ 7.d)	January 6, 2025
Deadline for mailing or emailing the Postcard Notice to the Settlement Class (Preliminary Approval Order ¶ 7.b)	January 8, 2025
Deadline for receipt of Claim Forms (Preliminary Approval Order ¶ 10)	March 31, 2025
Deadline for filing of papers in support of final approval of Settlement, Plan of Allocation, and Lead Counsel’s application for attorneys’ fees and expenses (Preliminary Approval Order ¶ 26)	February 27, 2025
Deadline for receipt of exclusion requests and filing or postmark of objections (Preliminary Approval Order ¶¶ 13, 16-18)	March 27, 2025
Deadline for filing reply papers and submitting proof of the mailing, emailing, and publication of the Postcard Notice to Settlement Class Members, and publication of the Summary Notice (Preliminary Approval Order ¶¶ 7.e, 26)	April 10, 2025
Final Approval Hearing (Preliminary Approval Order ¶ 5)	April 24, 2025

SO ORDERED this 19 day of December, 2024.



The Honorable P. Casey Pitts
United States District Judge