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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE BIOMARIN PHARMACEUTICAL
INC. SECURITIES LITIGATION

Case No. [20-cv-06719-WHO](#)

**ORDER GRANTING PRELIMINARY
APPROVAL**

Lead Plaintiff Arbejdsmarkedets Tillægspension (“Lead Plaintiff”), on behalf of itself and the Settlement Class, and Defendants BioMarin Pharmaceutical Inc. (“BioMarin” or the “Company”), Jean-Jacques Bienaimé, and Dr. Henry Fuchs (collectively, the “Individual Defendants” and, together with BioMarin, “Defendants”) have entered into the Stipulation and Agreement of Settlement dated April 24, 2023 (“Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (“Settlement”).

Having reviewed Lead Plaintiff’s motion, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation and directing notice of the Settlement to Settlement Class Members as well as Lead Plaintiff’s revised proposed order of preliminary approval and revised notice forms (Dkt. No. 143),
IT IS HEREBY ORDERED:

1. **Proposed Class Certification for Settlement Purposes** – The Parties have proposed the certification of the following Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and solely for purposes of effectuating the proposed

1 Settlement: all persons who purchased or otherwise acquired BioMarin common stock from March
2 3, 2020 through August 18, 2020, inclusive (“Class Period”), and were damaged thereby. Excluded
3 from the Settlement Class are: (1) Defendants; (2) any current or former Officers or directors of
4 BioMarin; (3) the Immediate Family members of any Defendant or any current or former Officer or
5 director of BioMarin; (4) any entity that any Defendant owns or controls, or owned or controlled
6 during the Class Period; and (5) the plaintiffs in *Alger Capital Appreciation Fund et al. v. BioMarin*
7 *Pharmaceutical Inc. at al.*, Case 3:23-cv-00826 (N.D. Cal.) and any of their successors in interest.
8 Also excluded from the Settlement Class are any persons and entities who or which submit a request
9 for exclusion from the Settlement Class that is accepted by the Court.

10
11 2. **Class Findings** – The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal
12 Rules of Civil Procedure, that it will likely be able to certify the Settlement Class for purposes of
13 the proposed Settlement. Specifically, the Court finds that each element required for certification of
14 the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met or
15 will likely be met for purposes of the proposed Settlement: (a) the members of the Settlement Class
16 are so numerous that their joinder in the Action would be impracticable; (b) there are questions of
17 law and fact common to the Settlement Class that predominate over any individual questions; (c)
18 the claims of Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead
19 Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests of
20 the Settlement Class; and (e) a class action is superior to other available methods for the fair and
21 efficient adjudication of the Action.

22 3. The Court also finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil
23 Procedure, that it will likely be able to appoint Lead Plaintiff as Class Representative for the
24 Settlement Class and appoint Lead Counsel Bernstein Litowitz Berger & Grossmann LLP as Class
25 Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

26
27 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
28 approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i)

1 of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement
2 under Rule 23(e)(2) as being fair, reasonable, and adequate to the Settlement Class, subject to further
3 consideration at the Settlement Hearing to be conducted as described below.

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5 5. **Settlement Hearing** – The Court will hold a hearing (“Settlement Hearing”) on
6 **November 8, 2023 at 2:00 p.m.** either in person in Courtroom 2, 17th Floor of the Phillip Burton
7 Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102,
8 or by videoconference (in the discretion of the Court) for the following purposes: (a) to determine
9 whether, for purposes of the Settlement only, the Action should be certified as a class action on
10 behalf of the Settlement Class, Lead Plaintiff should be appointed as Class Representative for the
11 Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class;
12 (b) to determine whether the proposed Settlement on the terms and conditions provided for in the
13 Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved
14 by the Court; (c) to determine whether a Judgment substantially in the form attached as Exhibit B
15 to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (d) to
16 determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and
17 reasonable and should be approved; (e) to determine whether the motion by Lead Counsel for
18 attorneys’ fees and Litigation Expenses should be approved; and (f) to consider any other matters
19 that may properly be brought before the Court in connection with the Settlement. Notice of the
20 Settlement and the Settlement Hearing shall be given to Settlement Class Members as set forth in
21 paragraph 7 of this Order.

22 6. The Court may adjourn the Settlement Hearing without further notice to the
23 Settlement Class and may approve the proposed Settlement with such modifications as the Parties
24 may agree to, if appropriate, without further notice to the Settlement Class. The Court may decide
25 to hold the Settlement Hearing by telephone or video conference without further mailed notice to
26 the Settlement Class. If the Court orders that the Settlement Hearing be conducted telephonically or
27 by video conference, that decision will be posted on the website to be developed for the Settlement,
28 www.BioMarinSecuritiesLitigation.com, as referenced in paragraph 7(c) of this Order. Any

1 Settlement Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing
2 should consult the Court’s docket and/or the Settlement website for any change in date, time, or
3 format of the hearing.

4
5 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel
6 are hereby authorized to retain A.B. Data, Ltd. (“Claims Administrator”) to supervise and administer
7 the notice procedure in connection with the Settlement as well as the processing of Claims as more
8 fully set forth below. Notice of the Settlement and the Settlement Hearing shall be provided as
9 follows:

10 (a) within ten (10) business days of the date of entry of this Order, BioMarin shall provide or
11 cause to be provided to the Claims Administrator in electronic format (such as Excel) (at no
12 cost to the Settlement Fund, Lead Plaintiff, the Settlement Class, Lead Counsel or the Claims
13 Administrator) a list, consisting of names, addresses, and e-mail addresses (if available), of
14 record purchasers of BioMarin common stock during the Class Period;

15 (b) not later than twenty (20) business days after the date of entry of this Order (“Notice Date”),
16 the Claims Administrator shall cause the Notice and Claim Form, substantially in the forms
17 attached hereto as Exhibits 1 and 2 (collectively, the “Notice Packet”), to be mailed by first-
18 class mail and/or emailed to potential Settlement Class Members at the addresses set forth
19 in the records provided by Defendants, or who otherwise may be identified through further
20 reasonable effort, and to the brokers and other nominees (“Nominees”) contained in the
21 Claims Administrator’s broker database;

22 (c) contemporaneously with the mailing of the Notice Packet, the Claims Administrator shall
23 cause copies of the Notice and Claim Form to be posted on the website to be developed for
24 the Settlement, www.BioMarinSecuritiesLitigation.com, from which copies of the Notice
25 and Claim Form can be downloaded. In addition, the Claims Administrator will mail a copy
26 of the Notice Packet to any person who makes such a request;
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1 (d) not later than ten (10) business days after the Notice Date, the Claims Administrator shall
2 cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be
3 published once in *The Wall Street Journal* and to be transmitted once over *PR Newswire*;
4 and

5 (e) not later than seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall
6 serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of
7 such mailing, posting and publication.
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9 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and
10 content, the Notice, Claim Form, and Summary Notice, attached at Dkt. No. 143, and (b)
11 preliminarily finds that the mailing and distribution of the Notice Packet, the posting of the Notice
12 and Claim Form on the Settlement Website, and the publication of the Summary Notice in the
13 manner and form set forth in paragraph 7 of this Order (i) is the best notice practicable under the
14 circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to
15 apprise Settlement Class Members of the pendency of the Action, of the effect of the Settlement
16 (including the Releases to be provided thereunder), of Lead Counsel's motion for attorneys' fees
17 and Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation, and/or
18 Lead Counsel's motion for attorneys' fees and Litigation Expenses, of their right to exclude
19 themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (iii)
20 constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice
21 of the Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil
22 Procedure, the United States Constitution (including the Due Process Clause), the Private Securities
23 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and
24 rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary
25 Notice before they are mailed and/or emailed and published, respectively.

26 9. **Nominee Procedures** – Nominees who purchased or otherwise acquired BioMarin
27 common stock during the Class Period for the benefit of another person or entity shall: (a) within
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1 seven (7) calendar days of receipt of the Notice, request from the Claims Administrator sufficient
2 copies of the Notice Packet to forward to all such beneficial owners and within seven (7) calendar
3 days of receipt of those Notices Packets forward them to all such beneficial owners; or (b) within
4 seven (7) calendar days of receipt of the Notice, send a list of the names, mailing addresses, and e-
5 mail addresses (if available), of all such beneficial owners to the Claims Administrator in which
6 event the Claims Administrator shall promptly mail or email the Notice Packet to such beneficial
7 owners. Upon full compliance with this Order, such Nominees may seek reimbursement of their
8 reasonable expenses actually incurred in complying with this Order by providing the Claims
9 Administrator with proper documentation supporting the expenses for which reimbursement is
10 sought. Reasonable expenses shall not exceed \$0.10 per mailing record provided to the Claims
11 Administrator; \$0.10 per unit for each Notice Packet actually mailed plus postage at the rate used
12 by the Claims Administrator; and \$0.10 per Notice Packet sent via email. Such properly documented
13 expenses incurred by Nominees in compliance with the terms of this Order shall be paid from the
14 Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred
15 subject to review by the Court.

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17 10. **CAFA Notice** – As provided in the Stipulation, Defendants shall serve the notice
18 required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”) no later than ten
19 (10) calendar days following the filing of the Stipulation with the Court. Defendants are solely
20 responsible for the costs of the CAFA notice and administering the CAFA notice. No later than
21 seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead
22 Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28
23 U.S.C. § 1715(b). Any delay by Defendants in serving the CAFA notice will not provide grounds
24 for delay of the Settlement Hearing or entry of the Judgment.

25 11. **Participation in the Settlement** – Settlement Class Members who wish to
26 participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund
27 must complete and submit a Claim Form in accordance with the instructions contained therein.
28 Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred

1 twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel
2 may, at its discretion, accept for processing late Claims provided such acceptance does not delay
3 the distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim, a person
4 or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her,
5 or its Claim and the subject matter of the Settlement.

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

18 13. Any Settlement Class Member that does not timely and validly submit a Claim Form
19 or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her,
20 or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any
21 distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement
22 and all proceedings, determinations, orders, and judgments in the Action relating thereto, including,
23 without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided
24 for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from
25 commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and
26 all of the Defendants' Releasees, as more fully described in the Stipulation and Notice.
27 Notwithstanding the foregoing, late Claims may be accepted for processing as set forth in paragraph
28 11 above.

1 14. **Exclusion From the Settlement Class** – Any member of the Settlement Class who
2 wishes to be excluded from the Settlement Class must request exclusion in writing within the time
3 and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion
4 from the Settlement Class must be mailed such that it is received no later than twenty-one (21)
5 calendar days prior to the Settlement Hearing, to: *BioMarin Securities Litigation*, EXCLUSIONS,
6 c/o A.B. Data, Ltd., P.O. Box 170400, Milwaukee, WI 53217, and (b) each request for exclusion
7 must (i) state the name, address, and telephone number of the person or entity requesting exclusion,
8 and in the case of entities, the name and telephone number of the appropriate contact person; (ii)
9 state that such person or entity “requests exclusion from the Settlement Class in *In re BioMarin*
10 *Pharmaceutical Inc. Securities Litigation*, Case No. 3:20-cv-06719-WHO (N.D. Cal.)”; (iii) state
11 the number of shares of BioMarin common stock that the person or entity requesting exclusion (A)
12 owned as of the opening of trading on March 3, 2020 and (B) purchased/acquired and/or sold during
13 the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition
14 and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized
15 representative. A request for exclusion shall not be effective unless it provides all the required
16 information and is received within the time stated above, or is otherwise accepted by the Court.

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

23 16. Any Settlement Class Member that does not timely and validly request exclusion
24 from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived
25 his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from
26 requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound
27 by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and
28 judgments in the Action, including, but not limited to, the Judgment or Alternate Judgment, if

1 applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement
2 Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released
3 Plaintiffs' Claims against any of the Defendants' Releasees, as more fully described in the
4 Stipulation and Notice.

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6 17. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
7 Member that does not request exclusion from the Settlement Class may appear at the Settlement
8 Hearing at his, her, or its own expense, individually or through counsel of his, her, or its own choice,
9 by sending a letter to the Court, at the address set forth in paragraph 18 below, stating his, her, or its
10 intent to appear at the Settlement Hearing, such that the letter is filed or postmarked no later than
11 twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct.
12 If a Settlement Class Member intends to have counsel appear on his, her, or its behalf at the
13 Settlement Hearing, the letter must identify all attorneys who will appear on the Settlement Class
14 Member's behalf. Otherwise, Settlement Class Members will be represented by Lead Counsel.

15 18. Any Settlement Class Member that does not request exclusion from the Settlement
16 Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation,
17 and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses and appear and show
18 cause why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion
19 for attorneys' fees and Litigation Expenses should not be approved; *provided, however*, that no
20 Settlement Class Member shall be heard or entitled to contest the approval of the terms and
21 conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for
22 attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with
23 the Court. All written objections and supporting papers must: (i) clearly identify the case name and
24 number (*In re BioMarin Pharmaceutical Inc. Securities Litigation*, Case No. 3:20-cv-06719-WHO
25 (N.D. Cal.); (ii) be submitted to the Court either by filing them electronically or in person at any
26 location of the United States District Court for the Northern District of California, or by mailing
27 them to the Clerk of the Court at the United States District Court for the Northern District of
28 California, at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate

1 Avenue, San Francisco, CA 94102; and (iii) be filed or postmarked no later than twenty-one (21)
2 calendar days prior to the Settlement Hearing.

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4 19. Any objections, filings, and other submissions by the objecting Settlement Class
5 Member also must: (i) identify the name, address, and telephone number of the person or entity
6 objecting; (ii) state with specificity the grounds for the Settlement Class Member's objection,
7 including any legal and evidentiary support the Settlement Class Member wishes to bring to the
8 Court's attention and whether the objection applies only to the objector, to a specific subset of the
9 Settlement Class, or to the entire Settlement Class; and (iii) must include documents sufficient to
10 prove membership in the Settlement Class, including the number of shares of BioMarin common
11 stock that the objecting Settlement Class Member (A) owned as of the opening of trading on March
12 3, 2020 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number
13 of shares, and prices of each such purchase/acquisition and sale. Objectors who intend to appear and
14 desire to present evidence at the Settlement Hearing in support of their objection should include in
15 their written objection the identity of any witnesses they may call to testify and any exhibits they
16 intend to introduce into evidence at the hearing.

17 20. Any Settlement Class Member that does not make his, her, or its objection in the
18 manner provided herein may be deemed to have waived his, her, or its right to object to any aspect
19 of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for
20 attorneys' fees and Litigation Expenses and shall be forever barred and foreclosed from objecting
21 to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the
22 requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the
23 Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this
24 or any other proceeding.

25 21. **Stay** – Until otherwise ordered by the Court, the Court stays all proceedings in the
26 Action other than proceedings necessary to carry out or enforce the terms and conditions of the
27 Stipulation.
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1 22. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in
2 identifying Settlement Class Members and notifying them of the Settlement as well as in
3 administering the Settlement shall be paid as set forth in the Stipulation, if approved by the Court.

4 23. **Settlement Fund** – The contents of the Settlement Fund held by Citibank, N.A.
5 (which the Court approves as the Escrow Agent) shall be deemed and considered to be in *custodia*
6 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they
7 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.
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9 24. **Taxes** – Lead Counsel are authorized and directed to prepare any tax returns and any
10 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund
11 any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with
12 respect to Taxes and any reporting or filings in respect thereof without further order of the Court in
13 a manner consistent with the provisions of the Stipulation.

14 25. **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 Plaintiff, the other Settlement Class Members, and Defendants, and the Parties shall
19 revert to their respective litigation positions in the Action immediately prior to the execution of the
20 Term Sheet on March 14, 2023, as provided in the Stipulation.
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22 26. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation, including
23 the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that
24 may be approved by the Court), the Parties’ mediation and subsequent Settlement, the
25 communications and/or discussions leading to the execution of the Term Sheet and the Stipulation,
26 nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, and/or
27 approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be
28 offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be

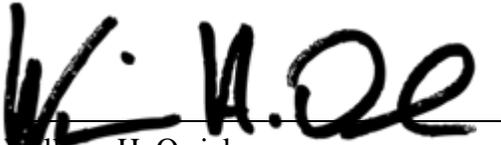
1 evidence of any presumption, concession, or admission by any of the Defendants' Releasees with
2 respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could
3 have been asserted or the deficiency of any defense that has been or could have been asserted in this
4 Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any
5 kind of any of the Defendants' Releasees or in any way referred to for any other reason as against
6 any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or
7 administrative action or proceeding, other than such proceedings as may be necessary to effectuate
8 the provisions of the Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as
9 evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission
10 by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the
11 Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint
12 would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault,
13 or wrongdoing of any kind, or in any way referred to for any other reason as against any of the
14 Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action
15 or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the
16 Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or
17 presumption that the consideration to be given hereunder represents the amount which could be or
18 would have been recovered after trial; *provided, however*, that if the Stipulation is approved by the
19 Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the
20 protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

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22 27. **Supporting Papers** – Lead Counsel shall file and serve their opening papers in
23 support of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion
24 for attorneys' fees and Litigation Expenses no later than thirty-five (35) calendar days prior to the
25 Settlement Hearing (with the motion for attorneys' fees and Litigation Expenses being filed at least
26 14 days before the objection deadline). Reply papers, if any, shall be filed and served no later than
27 seven (7) calendar days prior to the Settlement Hearing.
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IT IS SO ORDERED.

Dated: June 8, 2023



William H. Orrick
United States District Judge

United States District Court
Northern District of California