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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NEETA THAKUR, *et al.*,

Plaintiffs,

v.

DONALD J. TRUMP, *et al.*,

Defendants.

Case No. 3:25-cv-4737

~~PROPOSED~~ ORDER **AS
MODIFIED** GRANTING
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND DIRECTION
OF NOTICE UNDER RULE 23(e)

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of a Class Action
 2 Settlement Between Plaintiffs and Defendant Environmental Protection Agency and Direction of
 3 Notice Under Rule 23(e). Plaintiffs Neeta Thakur, Ken Alex, and Nell Green Nylen (“Plaintiffs”
 4 or “Settlement Class Representatives”) and Defendant Environmental Protection Agency (“EPA”)
 5 (collectively, the “Parties”) have entered into a Settlement Agreement (the “Settlement” or
 6 “Settlement Agreement”). This is a partial settlement as to EPA only; claims against all other
 7 Defendants continue.

8 WHEREAS, a proposed Settlement has been reached between Plaintiffs, on behalf of a
 9 proposed Settlement Class of University of California researchers whose EPA-funded research
 10 grants were terminated, and Defendant EPA, which resolves claims against EPA pertaining to the
 11 termination of certain research grants (the “Covered Grants”);

12 WHEREAS, the proposed Settlement provides injunctive relief under Rule 23(b)(2) and
 13 does not involve any monetary payment, claims process, settlement fund, or attorneys’ fees
 14 award;

15 WHEREAS, the Court, for the purposes of this Order, adopts all defined terms as set forth
 16 in the Settlement Agreement;

17 WHEREAS, this matter has come before the Court pursuant to Plaintiffs’ Motion for
 18 Preliminary Approval of the Class Action Settlement and Direction of Notice Under Fed. R. Civ.
 19 P. 23(e) (the “Motion”);

20 WHEREAS, Defendant EPA does not oppose the Court’s entry of the proposed
 21 Preliminary Approval Order, but does not join in the Motion, endorse Plaintiffs’ characterization
 22 of the facts, claims, or law, or adopt any statements, arguments, or citations contained therein;

23 WHEREAS, the Court finds that it has jurisdiction over the Action and each of the Parties
 24 for purposes of Settlement, **in light of the prospective nature of the injunctive relief sought**
 25 **concerning future application of the challenged policies to existing research grants**, and asserts
 26 jurisdiction over the Settlement Class Representatives for purposes of considering and
 27 effectuating this Settlement; and
 28

1 WHEREAS, the Court has considered all of the presentations and submissions related to
 2 the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these
 3 proceedings, and is otherwise fully advised of all relevant facts in connection therewith.

4 **IT IS HEREBY ORDERED AS FOLLOWS:**

5 **I. PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT**

6 1. The proposed Settlement appears to be the product of serious, informed, arm's-
 7 length, and non-collusive negotiations between the Parties; has no obvious deficiencies; does not
 8 improperly grant preferential treatment to the Settlement Class Representatives or segments of the
 9 Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should
 10 be directed to the Class Members and a Final Approval Hearing should be set.

11 2. **Accordingly, the Motion is GRANTED.**

12 **II. THE CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL**

13 3. The settling Parties have proposed, and the Court finds that it is likely to certify in
 14 connection with final Settlement approval, a "Settlement Class" consisting of:

15 All University of California researchers, including faculty, staff,
 16 academic appointees, and employees across the University of
 17 California system who are named as principal researchers,
 18 investigators, or project leaders on the grant applications for
 19 previously awarded research grants by the EPA that are (1)
 20 terminated pursuant to Executive Orders 14151 or 14173, from and
 21 after January 20, 2025, or (2) terminated by means of a form
 termination notice that does not provide a grant-specific
 explanation for the termination that states the reason for the change
 to the original award decision and considers the reliance interests at
 stake, from and after January 20, 2025, as defined by the Court's
 Preliminary Injunction Order provisionally certifying the Equity
 Termination Class and Form Termination Class.

22 4. The Court hereby appoints Plaintiffs Neeta Thakur, Ken Alex, and Nell Green
 23 Nylen as Settlement Class Representatives to represent the Settlement Class.

24 5. The Court hereby appoints as Settlement Class Counsel: Elizabeth J. Cabraser and
 25 Kevin R. Budner of Lieff Cabraser Heimann & Bernstein, LLP; Erwin Chemerinsky and Claudia
 26 Polsky of UC Berkeley School of Law; and Anthony P. Schoenberg and Linda S. Gilleran of
 27 Farella Braun + Martel LLP.
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1 **III. PRELIMINARY FINDINGS**

2 6. Courts may preliminarily approve a class settlement if the parties show that the
 3 court “will likely be able to” (1) certify the settlement class after a final approval hearing and (2)
 4 approve the proposed settlement as fair, reasonable, and adequate pursuant to Rule 23(e)(2). See
 5 Fed. R. Civ. P. 23(e)(1)(B). If preliminary approval is granted, the court **may** direct notice to the
 6 proposed settlement class to give them an opportunity to comment on, or object to, the proposed
 7 settlement. See Fed. R. Civ. P. 23(c)(2)(A); Fed. R. Civ. P. 23(e)(1). After a final fairness
 8 hearing, courts may certify the settlement class and grant final approval of the settlement if it is
 9 fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2).

10 7. Applying these standards, the Court hereby preliminarily approves the Settlement
 11 Agreement and the terms embodied therein pursuant to Rule 23(e). In connection therewith, the
 12 Court finds as follows:

13 a. The Court will likely be able to approve the Settlement Agreement under
 14 Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on the proposed
 15 Settlement;

16 b. The Settlement is sufficiently fair, reasonable, and adequate as to the
 17 Settlement Class Members to warrant sending notice of the Settlement to the Settlement Class;

18 c. The proposed Settlement Class Representatives and proposed Settlement
 19 Class Counsel have adequately represented, and will continue to adequately represent, the
 20 Settlement Class;

21 d. The Settlement Agreement is the product of arm’s-length negotiations by
 22 the Parties following extensive adversarial litigation, including a contested motion for preliminary
 23 injunction, provisional class certification, a Ninth Circuit appeal, and direct settlement
 24 discussions, and comes after adequate investigation of the facts and legal issues;

25 e. The relief provided to the Settlement Class—injunctive protection of the
 26 Covered Grants from termination, indefinite suspension, or disallowance of costs, **except where**
 27 **the grantee has failed to comply with either the original terms and conditions of the award or any**
 28 **agreed-upon modified terms**, together with eligibility for no-cost extensions—is adequate taking

1 into account, *inter alia*, the costs, risks, and delay of trial and appeal, including the Ninth
 2 Circuit's partial reversal of the preliminary injunction as to the Form Termination Class and the
 3 pending petition for a writ of certiorari;

4 f. The Settlement Agreement treats the Settlement Class Members equitably
 5 relative to one another, as all Class Members receive the same uniform injunctive protection;

6 g. Each party bears its own attorneys' fees and costs as to the EPA portion of
 7 the litigation; there is no common fund, fee-sharing arrangement, or fee award that could
 8 diminish the relief to the Class.

9 8. The Court further finds that the Settlement Class, as defined above, meets the
 10 requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(2).
 11 Specifically, the Court finds that: (1) the Settlement Class Members are sufficiently numerous
 12 such that joinder is impracticable; (2) there are questions of law and fact common to Settlement
 13 Class Members; (3) the proposed Settlement Class Representatives' claims are typical of those of
 14 the Settlement Class Members; (4) the proposed Settlement Class Representatives and Settlement
 15 Class Counsel have fairly and adequately represented, and will continue to fairly and adequately
 16 represent, the interests of the Settlement Class Members; and (5) Defendant EPA has acted or
 17 refused to act on grounds that apply generally to the class, so that final injunctive relief is
 18 appropriate respecting the class as a whole, satisfying the requirements of Rule 23(b)(2).

19 9. Certification of the Settlement Class shall be solely for settlement purposes and
 20 without prejudice to the Parties in the event the Settlement is not finally approved by this Court or
 21 otherwise does not take effect, and the Parties preserve all rights and defenses regarding class
 22 certification in the event the Settlement is not finally approved by this Court or otherwise does
 23 not take effect.

24 **IV. NOTICE TO CLASS MEMBERS**

25 10. Pursuant to Rule 23(e)(1) and Rule 23(c)(2)(A), the Court approves the proposed
 26 Settlement Class Notice Program set forth in the Motion and the Settlement Agreement. The
 27 Court finds that the content, format, and method of disseminating Notice—including direct notice
 28 to Settlement Class Members via telephone, mail, and/or email where practicable, the

1 establishment of a case website at <https://ucresearchergrantterminations.com/EPA-Settlement>,
 2 and the ability of Class Members to contact Class Counsel directly—meet the requirements of
 3 Due Process under the U.S. Constitution and Rule 23, and constitute the best notice practicable
 4 under the circumstances. **Class Counsel shall mail settlement notices to any Settlement Class**
 5 **Members for whom Class Counsel does not have a valid email address, to the extent Class**
 6 **Counsel is able to locate a mailing address.**

7 11. The Court further finds that the proposed form and content of the Long Form
 8 Notice are adequate and will give the Settlement Class Members sufficient information to enable
 9 them to make informed decisions regarding the Settlement. The Court finds that the Notice
 10 clearly and concisely states in plain, easily understood language, inter alia: (i) the nature of the
 11 Action; (ii) the definition of the Settlement Class; (iii) the procedural history of the litigation,
 12 including the Court’s preliminary injunction, provisional class certification, the Ninth Circuit’s
 13 opinion, and the pending petition for certiorari; (iv) the terms of the Settlement, including EPA’s
 14 agreement to protect Covered Grants from termination, indefinite suspension, or disallowance of
 15 costs, and the availability of no-cost extensions; (v) that this is not a monetary settlement and
 16 there is no claims process; (vi) that, because the Settlement Class is certified under Rule 23(b)(2),
 17 Class Members have no right to opt out but may comment on, or object to, the Settlement; (vii)
 18 the time and manner for filing objections; (viii) the release of claims against EPA; and (ix) the
 19 date, time, and location of the Final Approval Hearing.

20 12. To facilitate direct notice, Defendant EPA shall provide to Plaintiffs’ Counsel the
 21 names and reasonably available contact information of the Class Members associated with the
 22 Covered Grants no later than seven (7) calendar days after all parties execute the Settlement
 23 Agreement. Where EPA’s records do not identify individual researchers, Plaintiffs’ Counsel will
 24 supplement those records with information available through public resources.

25 13. The Parties may make non-material changes to the proposed Settlement Class
 26 Notice Program, including the form and content of the Notice, without seeking further approval
 27 of the Court.
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1 **V. OBJECTION PROCEDURES**

2 14. Because the Settlement Class is certified under Rule 23(b)(2) for injunctive and
3 declaratory relief only, Class Members have no right to opt out of the Settlement. *See Wal-Mart*
4 *Stores, Inc. v. Dukes*, 564 U.S. 338, 362 (2011).

5 15. However, any Settlement Class Member may present written objections, if any,
6 explaining why he or she believes the Settlement Agreement should not be approved by the Court
7 as fair, reasonable, and adequate.

8 16. To be considered valid, an objection must be in writing, filed with the Court, and
9 filed no later than the Objection Deadline set forth in the Schedule below, **unless the Court finds**
10 **good cause to excuse this requirement**. A valid objection must include the following: (a) a
11 detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons,
12 if any, for each such objection, including all evidence, argument, and legal authority the
13 Settlement Class Member wishes to bring to the Court's attention; (b) the case name, *Thakur, et*
14 *al. v. Trump, et al.*, Case No. 3:25-cv-4737 (N.D. Cal.); (c) the Settlement Class Member's
15 printed name, address, telephone number, and a description of the Covered Grant(s) forming the
16 basis of the Settlement Class Member's inclusion in the Settlement Class; and (d) all other
17 supporting papers, materials, or briefs (if any) the Settlement Class Member wishes the Court to
18 consider when reviewing the objection.

19 17. A Settlement Class Member may object on his or her own behalf or through a
20 lawyer hired at that Settlement Class Member's own expense. Lawyers asserting objections on
21 behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the
22 Objection Deadline, or as the Court may otherwise direct; and (2) comply with the procedures
23 described in this Order and the Settlement Agreement.

24 18. Unless the Court directs otherwise, any Settlement Class Member who fails to
25 comply with the provisions of this Order will waive and forfeit any and all rights he, she, or it
26 may have to object to the Settlement Agreement ~~and/or to appear and be heard on said objection~~
27 ~~at the Final Approval Hearing.~~

VI. FINAL APPROVAL HEARING

19. The Final Approval Hearing shall take place on **December 10, 2026, at 10:00 a.m.** in the United States District Court for the Northern District of California, 450 Golden Gate Avenue, **Courtroom 4, 17th Floor**, San Francisco, California, before the Honorable Rita F. Lin, to determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be finally approved by the Court. The hearing may also be attended by Zoom videoconference. **The Zoom link may be accessed at <https://cand.uscourts.gov/judges/rfl/lin-rita-f>.**

20. A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Final Approval Hearing must file with the Court, no later than twenty-one (21) days before the Final Approval Hearing, a written notice of his or her intent to appear, or by such time and in such manner as the Court may otherwise direct. **The Court may excuse the written notice requirement upon a showing of good cause.**

21. The Court may, in its discretion, modify the date, time, and/or location of the Final Approval Hearing. In the event the Court changes the date, time, and/or location of the Final Approval Hearing, the new date and time shall be posted on the case website.

VII. SCHEDULE

22. The following schedule shall govern the proceedings in connection with the Settlement:

Date	Event
October 8, 2026	Notice Program begins
October 23, 2026	Motion for Final Approval filed
November 20, 2026	Objection Deadline
December 3, 2026	Reply in Support of Final Approval filed
December 10, 2026, at 10:00 a.m.	Final Approval Hearing

23. The dates and deadlines set forth in this Preliminary Approval Order, including but not limited to the Final Approval Hearing, may be extended by Order of the Court without further

1 notice to the Class Members, except that notice of any such extensions shall be posted on the case
2 website. Class Members should check the case website regularly for updates and further details
3 regarding these deadlines.

4 **VIII. OTHER PROVISIONS**

5 24. The Court shall maintain continuing jurisdiction over these proceedings for the
6 benefit of the Settlement Class as defined in this Order and for the purposes of administration and
7 enforcement of the Settlement Agreement.

8 25. Settlement Class Counsel and EPA's Counsel are hereby authorized to use all
9 reasonable procedures in connection with approval and administration of the Settlement that are
10 not materially inconsistent with this Preliminary Approval Order or the Settlement Agreement,
11 including making, without further approval of the Court, non-material changes to the Settlement
12 or to the form or content of the Class Notice that the Parties jointly agree are reasonable or
13 necessary.

14 26. Pending final determination of whether the Settlement Agreement should be
15 finally approved, Settlement Class Representatives, all Settlement Class Members, and Releasing
16 Parties (and any persons purporting to act on their behalf) are barred and enjoined from filing,
17 commencing, prosecuting, maintaining, or enforcing any Released Claims against EPA, directly
18 or indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction are
19 necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval
20 Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's
21 jurisdiction.

22 27. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
23 statements, agreements, and proceedings relating to the Settlement, and any matters arising in
24 connection with settlement negotiations, proceedings, or agreements, shall not constitute, be
25 described as, construed as, offered, or received against EPA or any other Released Party as
26 evidence or an admission of: (a) the truth of any fact alleged by any Plaintiff in the Action; (b)
27 any liability, negligence, fault, or wrongdoing of EPA or any Released Party; or (c) that this or
28 any other action may be properly certified as a class action for litigation, non-settlement purposes.

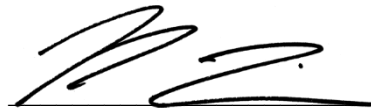
1 28. The Parties are directed to take all necessary and appropriate steps to establish the
2 means necessary to implement the Settlement Agreement according to its terms should it be
3 finally approved.

4 29. This Order concerns a partial settlement between Plaintiffs and Defendant EPA
5 only. All claims against all other Defendants in this Action are unaffected by this Order and shall
6 continue in all respects.

7 30. If the Settlement is not finally approved by this Court or otherwise does not take
8 effect, this Preliminary Approval Order shall be vacated and rendered null and void, and the
9 Parties shall be restored to their respective positions as they existed immediately prior to the
10 execution of the Settlement Agreement.

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12 **IT IS SO ORDERED.**

13 DATED: October 1, 2026



14
15 The Honorable Rita F. Lin
16 United States District Judge
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