Erwin Chemerinsky (*pro hac vice*)
echemerinsky@law.berkeley.edu
Claudia Polsky (CA Bar No. 185505)
cpolsky@law.berkeley.edu
U.C. BERKELEY SCHOOL OF LAW
Law Building
Berkeley, CA 94720-7200
Telephone: 510.642.6483

Elizabeth J. Cabraser (CA Bar No. 83151)
ecabraser@lchb.com
Richard M. Heimann (CA Bar No. 63607)
rheimann@lchb.com
Kevin R. Budner (CA Bar No. 287271)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: 415.956.1000

Anthony P. Schoenberg (CA Bar No. 203714)
tschoenberg@fbm.com
Linda S. Gilleran (CA Bar No. 307107)
lgilleran@fbm.com
FARELLA BRAUN + MARTEL LLP
One Bush Street, Suite 900
San Francisco, CA 94104
Telephone: 415.954.4400

Attorneys for Plaintiffs and the Proposed Classes
[Additional counsel listed on signature page]

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] FINAL APPROVAL ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT BETWEEN PLAINTIFFS AND DEFENDANT ENVIRONMENTAL PROTECTION AGENCY

Hearing Date: December 10, 2026
Hearing Time: 10:00 a.m.

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement between Plaintiffs, on behalf of themselves and the Settlement Class, and the Environmental Protection Agency (the "Motion") (Dkt. 247).[1] The Court held a Final Approval Hearing on December 10, 2026, at 10:00 a.m. Having considered the Motion, the Settlement Agreement, the Declaration of Kevin R. Budner in Support of Final Approval and the exhibits thereto, the arguments of counsel, and the complete record in this action, the Court GRANTS the Motion and finds and orders as follows.

The background, procedural history, and Settlement terms were summarized in the Court's Order Granting Preliminary Approval entered October 1, 2026 (Dkt. 244) (the "Preliminary Approval Order"). In brief, Plaintiffs Neeta Thakur, Ken Alex, and Nell Green Nylen, on behalf of themselves and the Settlement Class, challenged EPA's 2025 termination of research grants awarded to University of California ("UC") researchers. On June 23, 2025, the Court granted Plaintiffs' Motion for Preliminary Injunction and provisionally certified the Form Termination Class and the Equity Termination Class. Dkt. Nos. 54 & 55. The Ninth Circuit affirmed the preliminary injunction as to the Equity Termination Class and reversed as to the Form Termination Class on jurisdictional grounds. *Thakur v. Trump*, 176 F.4th 1187, 1206 (9th Cir. 2026). The government's petition for a writ of certiorari, docketed as No. 26-210, remains pending. Dkt. 225.

The Settlement is a partial settlement of this Rule 23(b)(2) class action as to EPA only. It provides permanent, non-monetary injunctive relief—namely, EPA's agreement not to terminate, indefinitely suspend, or disallow costs for any Covered Grant, except where EPA determines that a grantee has failed to comply with the original terms and conditions of the award or any agreed-upon modified terms, and then only through (i) an individualized letter that provides a grant-specific explanation of the violation and reason for termination, and (ii) reasoning consistent with the Court's injunction and accompanying order. Settlement Agreement § IV.B.1. Covered Grants are also eligible for a no-cost extension of up to twelve months (or up to eight months for grants

[1] For purposes of this Order, the Court adopts all defined terms set forth in the Settlement Agreement between Plaintiffs and Defendant EPA (Dkt. 238-1).

that received a no-cost extension before termination) consistent with 2 C.F.R. §§ 200.308(g) and (h). *Id.* § IV.B.3. There is no settlement fund, no claims process, no cy pres component, and no reversion, and each Party bears its own attorneys' fees and costs as to the EPA portion of the litigation. *Id.* § VIII. Claims against all other Defendants are unaffected and continue.

I. CLASS CERTIFICATION

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a) and (b) of the Federal Rules of Civil Procedure. Rule 23(a) requires (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. Fed. R. Civ. P. 23(a)(1)–(4). Certification under Rule 23(b)(2) is appropriate where "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2).

In its Preliminary Approval Order, the Court found that it would likely be able to certify the Settlement Class under Rules 23(a) and 23(b)(2), and that the Settlement Class Representatives and Settlement Class Counsel satisfied the requirements of Rules 23(a)(4) and 23(g). Preliminary Approval Order ¶¶ 5, 8. The Court previously provisionally certified the Form Termination and Equity Termination classes, Dkt. Nos. 54 & 55, and the Ninth Circuit affirmed as to the Equity Termination Class. *Thakur*, 176 F.4th at 1206. The Court finds no reason to disturb its earlier conclusions; the requirements of Rule 23(a), (b)(2), and (g) were satisfied then, and they remain satisfied now.

Specifically, the Court finds that: (a) the Settlement Class, consisting of at least 36 UC researchers named on the 24 Covered Grants, is sufficiently numerous that joinder is impracticable, particularly given the relaxed numerosity standard applicable to Rule 23(b)(2) classes; (b) Settlement Class Members' claims turn on common questions, including whether EPA's termination of research grants pursuant to Executive Orders 14151 and 14173, or through form termination notices lacking grant-specific explanations, violated the Administrative Procedure Act, the Separation of Powers doctrine, the First Amendment, the Fifth Amendment, and the Impoundment Control Act; (c) the Settlement Class Representatives' claims arise from

the same course of conduct and rest on the same legal theories as those of other Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel have no conflicts with other Settlement Class Members and have vigorously prosecuted this action; and (e) EPA terminated research grants across the UC system on grounds that apply generally to the Settlement Class, so that the indivisible injunctive relief provided by the Settlement is appropriate respecting the class as a whole. Accordingly, the Court concludes that certification of the following Settlement Class, for settlement purposes only, is appropriate:

> All University of California researchers, including faculty, staff, academic appointees, and employees across the University of California system who are named as principal researchers, investigators, or project leaders on the grant applications for previously awarded research grants by the EPA that are (1) terminated pursuant to Executive Orders 14151 or 14173, from and 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.

Preliminary Approval Order ¶ 3; Settlement Agreement § II.A.2. Because the Settlement Class is certified under Rule 23(b)(2), Settlement Class Members have no right to opt out. Preliminary Approval Order ¶ 14.

II. NOTICE

For a Rule 23(b)(2) class, the Court "may direct appropriate notice to the class." Fed. R. Civ. P. 23(c)(2)(A); *see Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 362 (2011). Due process requires only that the notice be reasonably calculated 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).

The Court previously approved the Notice Program as meeting the requirements of due process and Rule 23 and as constituting the best notice practicable under the circumstances. Preliminary Approval Order ¶ 10. The record establishes that the Notice Program was implemented as approved. EPA provided the names and reasonably available contact information of Settlement Class Members associated with the Covered Grants and Settlement Class Counsel

supplemented those records through public resources. Budner Decl. ¶¶ 8-9. Beginning on October 8, 2026, Settlement Class Counsel provided direct notice by email to 36 Settlement Class Members. Budner Decl. ¶ 10. Any notices that were returned as undeliverable were resent and not returned. *Id.* Among other things, the direct notice directed Class members to the settlement website, available at https://ucresearchergrantterminations.com/EPA-Settlement, which includes links to the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Long Form Notice, important dates and deadlines, and frequently asked questions. Settlement Class Members could also contact Settlement Class Counsel directly with questions. Budner Decl. ¶ 11.

The Court finds that the notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and was reasonably calculated to apprise Settlement Class Members of the pendency of this action, the terms of the Settlement, their right to comment on or object to the Settlement, and their right to appear at the Final Approval Hearing.

III. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

After finding that the Settlement Class satisfies Rule 23(a) and (b)(2), the Court must determine whether the Settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The Court has considered each of the Rule 23(e)(2) factors, as well as the factors identified in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), and *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), and has applied the heightened scrutiny required under *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935, 946–47 (9th Cir. 2011). The Court has also considered the Northern District of California's Procedural Guidance for Class Action Settlements to the extent applicable to this non-monetary Rule 23(b)(2) settlement.

Adequacy of representation (Rule 23(e)(2)(A)). The Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class. Settlement Class Counsel obtained a preliminary injunction and provisional class certification, defended that relief

before the Ninth Circuit, and negotiated a Settlement that secures the equitable relief the Settlement Class sought.

Arm's-length negotiation (Rule 23(e)(2)(B)). The Settlement is the product of informed, good-faith, arm's-length negotiations conducted after a contested preliminary injunction motion, provisional class certification, exchange of the administrative record, and a fully briefed and argued Ninth Circuit appeal. The negotiations proceeded through multiple drafts of a term sheet, telephone and videoconference negotiations, and many additional rounds of drafting of the Settlement Agreement. The Court finds no signs of collusion: there is no "clear sailing" provision, no attorneys' fee paid from or reducing class relief, and no reversion to EPA. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 569 (9th Cir. 2019) (en banc); *Bluetooth*, 654 F.3d at 947.

Adequacy of relief (Rule 23(e)(2)(C)). The relief provided is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, including the Ninth Circuit's jurisdictional reversal as to the Form Termination Class and the pending petition for a writ of certiorari; (ii) the effectiveness of the method of distributing relief, which is self-executing and requires no action by Settlement Class Members; (iii) the terms of any proposed award of attorneys' fees, of which there are none; and (iv) the absence of any agreement required to be identified under Rule 23(e)(3). The Settlement provides protection for the full remaining duration of each Covered Grant's period of performance, including no-cost extensions.

Equitable treatment (Rule 23(e)(2)(D)). The Settlement treats Settlement Class Members equitably relative to one another. EPA's commitments apply uniformly to all Covered Grants and the UC researchers associated with them, and the Settlement Class Representatives receive no relief beyond that afforded to every other Settlement Class Member.

Reaction of the Settlement Class. These conclusions are bolstered by the Settlement Class's reaction to the Settlement. Out of 36 Settlement Class Members who received direct notice, ___ objections were filed by the November 20, 2026 Objection Deadline, and ___ notices of intent to appear were filed. Additional factors, including the participation of a governmental

entity as the settling Defendant, the experience and views of counsel, and the public interest in restoring certainty to federally funded research, further support final approval.

Scope of the release. The release, which extinguishes claims related to the subject matter of this action as to EPA, including claims that could be brought in the Court of Federal Claims, is fair and reasonable because the Settlement provides the full injunctive relief the Settlement Class sought and removes the predicate for any damages claim arising from the termination of the Covered Grants. Settlement Agreement § V.

IV. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Settlement Class Counsel do not seek an award of attorneys' fees or expenses under Rule 23(h) in connection with the EPA Settlement, and Plaintiffs do not seek service awards for the Settlement Class Representatives.

V. CONCLUSION

Accordingly, the Court hereby ORDERS, ADJUDGES, FINDS, AND DECREES as follows:

1. The Court has jurisdiction over the subject matter of this action and over the Parties to the Settlement Agreement, including all Settlement Class Members.

2. Pursuant to Fed. R. Civ. P. 23(e), the Court GRANTS final approval of the Settlement Agreement in its entirety and finds that it is fair, reasonable, and adequate, is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Parties are directed to implement and consummate the Settlement Agreement in accordance with its terms.

3. The Court GRANTS certification of the Settlement Class defined in Section I above, for settlement purposes only, under Fed. R. Civ. P. 23(a) and 23(b)(2). Certification is without prejudice to the Parties' rights and defenses should this Order be reversed or vacated.

4. The Court CONFIRMS the appointment of Neeta Thakur, Ken Alex, and Nell Green Nylen as Settlement Class Representatives.

5. The Court CONFIRMS the appointment of Elizabeth J. Cabraser and Kevin R. Budner of Lieff Cabraser Heimann & Bernstein, LLP; Erwin Chemerinsky and Claudia Polsky of

U.C. Berkeley School of Law; and Anthony P. Schoenberg and Linda S. Gilleran of Farella Braun + Martel LLP as Settlement Class Counsel under Fed. R. Civ. P. 23(g).

6. The Court finds that the Notice Program, as implemented, satisfied Fed. R. Civ. P. 23 and due process.

7. EPA shall comply with its obligations under Section IV.B of the Settlement Agreement, including its agreement not to terminate, indefinitely suspend, or disallow costs for any Covered Grant listed in the final Grant Table, except as permitted by and in accordance with Section IV.B.1, and its agreement that Covered Grants are eligible for no-cost extensions as set forth in Section IV.B.3. Any grant identified by the Parties before January 1, 2027, shall be addressed through the meet-and-confer and dispute-resolution procedures set forth in Section IV.A of the Settlement Agreement.

8. Upon entry of this Order, and in accordance with Section V of the Settlement Agreement, the Settlement Class Representatives and all Settlement Class Members, and their heirs, executors, and assigns, fully, finally, and forever release and discharge the claims described in Section V of the Settlement Agreement (the "Released Claims") as to EPA and the other persons and entities released therein, including any claims that could be brought in the Court of Federal Claims and any claim against EPA for damages, attorneys' fees, costs, or litigation expenses arising from the same.

9. All claims of the Settlement Class Representatives and the Settlement Class against EPA in this action are DISMISSED WITH PREJUDICE. This dismissal applies to EPA only and does not affect the claims against any other Defendant, which continue in all respects. Each Party shall bear its own attorneys' fees and costs as to the EPA portion of the litigation.

10. No attorneys' fees, costs, expenses, or service awards are awarded in connection with the Settlement.

11. Neither the Settlement Agreement, nor the negotiations leading to it, nor any act performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of EPA, or of the merits, validity, or accuracy of any claim or

defense, in any civil, criminal, or administrative proceeding, except as necessary to obtain approval of or to enforce the Settlement Agreement. Settlement Agreement § III.

12. The terms of the Settlement Agreement and of this Final Order and Judgment are binding on EPA and on the Settlement Class, including each of the Settlement Class Representatives and each and every Settlement Class Member, and on their respective officers, directors, servants, employees, predecessors, successors, agents, and assigns. Settlement Agreement § XII. The Settlement Agreement may not be modified except by a writing agreed to and executed by all Parties. *Id.* § XIII.

13. Without affecting the finality of this Final Order and Judgment, the Court retains continuing and exclusive jurisdiction over this action solely to the extent necessary for the administration and enforcement of the Settlement Agreement, including resolution of disputes under Sections IV.A, IV.B.2, and IX of the Settlement Agreement. Settlement Agreement §§ V, X. Applications to enforce the Settlement Agreement may be brought by Settlement Class Counsel, counsel for EPA, or any Settlement Class Member, subject to the notice-and-cure procedure set forth in Section IX of the Settlement Agreement. *Id.* §§ IX, X.

14. In the event this Final Order and Judgment is reversed or vacated on appeal, the Settlement Agreement shall be null and void to the extent provided therein, and the Parties shall be restored to their respective positions in this action as of the date immediately preceding execution of the Settlement Agreement. *See* Settlement Agreement § II.B.3.

15. The Court finds, pursuant to Fed. R. Civ. P. 54(b), that this Final Order and Judgment fully resolves all claims against EPA, a distinct party, and that there is no just reason for delay given the ongoing litigation against the remaining Defendants and the Parties' interest in prompt implementation of the Settlement. The Clerk of Court is directed to enter this Final Order and Judgment as a partial final judgment as to EPA forthwith.

IT IS SO ORDERED.

DATED: _____

_____
HONORABLE RITA F. LIN
UNITED STATES DISTRICT JUDGE