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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS  
INCORPORATED SECURITIES  
LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

This Document Relates To:  
  
*ALL ACTIONS*

**ORDER GRANTING LEAD  
PLAINTIFF’S MOTION  
FOR (I) PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT;  
(II) CERTIFICATION OF THE  
SETTLEMENT CLASS;  
(III) APPROVAL OF NOTICE TO  
THE SETTLEMENT CLASS, AND  
(IV) SCHEDULING OF FAIRNESS  
HEARING [87]**

Hearing Date: September 10, 2025  
Hearing Time: 1:00 p.m.  
Courtroom: Courtroom 7D, 7th Floor  
Judge: Hon. Consuelo Marshall

WHEREAS, an action is pending before this Court captioned *In re Luna Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS (the “Action”);

WHEREAS, Lead Plaintiff George Lang, on behalf of himself and the Settlement Class, and Defendants Luna Innovations Incorporated (“Luna”), Scott A.

1 Graeff, Eugene J. Nastro, and George Gomez-Quintero (together with Lead Plaintiff,  
2 the “Parties”) have determined to settle all claims asserted against Defendants in this  
3 Action with prejudice on the terms and conditions set forth in the Stipulation and  
4 Agreement of Settlement dated May 5, 2025 (the “Stipulation”) (Dkt. No. 87-3),  
5 which is subject to review under Rule 23 of the Federal Rules of Civil Procedure  
6 (“FRCP”) and which, together with the exhibits annexed thereto, sets forth the terms  
7 and conditions for the resolution, discharge, release, and settlement of the Released  
8 Claims upon and subject to the terms and conditions thereof, and the Court having  
9 read and considered the Stipulation, the exhibits thereto, and the related submissions,  
10 and finding that substantial and sufficient grounds exist for entering this Order; and  
11 the Parties having consented to the entry of this Order; subject to approval of this  
12 Court (“Settlement”);

13 WHEREAS, Plaintiffs have made an application, pursuant to FRCP 23, for an  
14 order preliminarily approving the Settlement in accordance with the Stipulation,  
15 certifying the Settlement Class for purposes of the Settlement only, and allowing  
16 notice to Settlement Class Members as more fully described herein;

17 NOW, THEREFORE, IT IS HEREBY ORDERED that:

18 1. Pursuant to FRCP 23(a) and 23(b)(3), for the purposes of the Settlement,  
19 the Action is hereby preliminarily certified as a class action on behalf of a Settlement  
20 Class consisting of all Persons who purchased or otherwise acquired Luna securities  
21 between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were  
22 damaged thereby. Excluded from the Settlement Class are: (i) the Defendants;  
23 (ii) Immediate Family Members of Defendants Scott A. Graeff, Eugene J. Nastro,  
24 and George Gomez-Quintero; (iii) any person who is or was an officer or director of  
25 Luna; (iv) any firm or entity in which Defendants have or had a majority ownership  
26 interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or  
27 subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the  
28 legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or

1 assigns of any excluded person or entity, in their respective capacity as such. Also  
2 excluded are any Persons or entities who properly exclude themselves by filing a  
3 valid and timely request for exclusion in accordance with the requirements set by the  
4 Court

5 2. This Court finds that the prerequisites for class certification under FRCP  
6 23(a) have been satisfied in that: (a) the number of Settlement Class Members is so  
7 numerous that joinder of all members of the Settlement Class is impracticable;  
8 (b) there are questions of law and fact common to the Settlement Class; (c) the claims  
9 of Lead Plaintiff are typical of the claims of the Settlement Class he seeks to  
10 represent; and (d) Lead Plaintiff will fairly and adequately represent and protect the  
11 interests of the Settlement Class. In addition, the Court finds that this Action satisfies  
12 the requirements for class certification under FRCP 23(b)(3) in that common  
13 questions of law and fact predominate over any questions affecting only individual  
14 members, and a class action is superior to other available methods for fairly and  
15 efficiently adjudicating the controversy among Lead Plaintiff and Defendants.

16 3. In so finding, the Court has considered each of the following additional  
17 factors under FRCP 23(b)(3) and finds that they also support class certification,  
18 namely:

19 (a) the interest of members of the class in individually controlling the  
20 prosecution of separate actions;

21 (b) the extent and nature of any litigation concerning the controversy  
22 already begun by or against class members;

23 (c) the desirability or undesirability of concentrating the litigation of  
24 the claims in the particular forum; and

25 (d) the difficulties likely to be encountered in managing a class  
26 action, given, *inter alia*, that the proposed class is being certified in the context of a  
27 settlement (such that, if the Settlement is approved, there will be no class action  
28 litigation as to the Lead Plaintiff and Defendants for the Court to manage).

1           4. Pursuant to FRCP 23(c)(1) and 23(g), Lead Plaintiff is certified as the  
2 class representative (“Class Representative”) of the Settlement Class and Hagens  
3 Berman Sobol Shapiro LLP is appointed as class counsel for the Settlement Class  
4 (“Class Counsel”).

5           5. The Court preliminarily finds that: (a) the Stipulation resulted from  
6 good faith, arm’s length negotiations conducted under the auspices of an independent  
7 mediator, Jed D. Melnick, Esq., of JAMS, who has extensive experience in mediating  
8 class action litigations of this type; and (b) the terms of the proposed Settlement are  
9 sufficiently fair, reasonable, and adequate to warrant providing notice of the  
10 Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing  
11 to be held following the issuance of such notice pursuant to FRCP 23(e).

12           6. The Court therefore directs the issuance of notice of the Settlement to  
13 the Settlement Class Members and the scheduling of a Fairness Hearing, as set forth  
14 below.

15           7. The Court hereby schedules the Fairness Hearing, to be held before the  
16 Court, on December 17, 2025 at 10:00 a.m. for the following purposes:

17           (a) to determine finally whether the requirements for class action  
18 treatment under FRCP 23 are satisfied;

19           (b) to determine finally whether the Settlement is fair, reasonable,  
20 and adequate, and should be approved by the Court;

21           (c) to determine whether the Judgment as provided under the  
22 Stipulation should be entered, dismissing the Action on the merits and with prejudice  
23 as to Defendants, and releasing the Released Claims as against the Released  
24 Defendant Persons (and Released Defendant Claims as against the Released Plaintiff  
25 Persons) as set forth in the Stipulation;

26           (d) to determine whether the proposed Plan of Allocation for the  
27 distribution of the Net Settlement Fund is fair and reasonable and should be approved  
28 by the Court;

1 (e) to consider Lead Counsel’s Fee and Expense Applications for  
2 awards of attorneys’ fees and expenses (including any awards to the representative  
3 plaintiff pursuant to 15 U.S.C. §78u-4(a)(4));

4 (f) to consider any valid objections submitted to the Court, as further  
5 provided for herein and in the accompanying proposed forms of Notice; and

6 (g) to rule upon such other matters as the Court may deem  
7 appropriate.

8 8. The Court reserves the right to modify this Order to provide that the  
9 Fairness Hearing be held remotely, including by dial-in conference call or video-  
10 conferencing means. Should the Court enter such a modification, Class Counsel are  
11 hereby ordered to cause the Claims Administrator to promptly provide prominent  
12 notice of such modification (including relevant details and instructions as to how  
13 Settlement Class Members may dial in or log in and, to the extent applicable, be heard  
14 at the Fairness Hearing) on a website to be established by the Claims Administrator  
15 in this matter for the purposes of facilitating the dissemination of the Notice and other  
16 information about this Action (the “Settlement Website”).

17 9. The Court also reserves the right to adjourn the Fairness Hearing to a  
18 later date or time without further notice to the Settlement Class Members other than  
19 entry of an Order on the Court’s docket (provided that the time or the date of the final  
20 Fairness Hearing shall not be set at a time or date earlier than the time and date set  
21 forth in ¶7 above). In such event, however, Class Counsel are directed to instruct the  
22 Claims Administrator to post notice of any such adjournment on the Settlement  
23 Website.

24 10. Following the Fairness Hearing, the Court reserves the right to approve  
25 the Settlement without modification, or with such modifications as the Parties may  
26 agree, without further notice, and to enter its Judgment approving the Settlement and  
27 dismissing the Action on the merits and with prejudice as to Defendants, and  
28 regardless of whether it has approved the Plan of Allocation or awarded attorneys’

1 fees and expenses.

2 11. The Court approves the form and substance of: (a) the Notice; (b) the  
3 Proof of Claim and Release Form; (c) the Summary Notice, and (d) the Postcard  
4 Notice, which are Exhibits A-1, A-2, A-3, and A-4, respectively, to the Stipulation.

5 12. The Court finds that Class Counsel has the authority to act on behalf of  
6 the Settlement Class as to all acts or consents that are required by or may be given  
7 pursuant to the Stipulation, or that are reasonably necessary to consummate the  
8 Settlement.

9 13. For settlement purposes only, Epiq Class Action and Claims Solutions,  
10 Inc., is appointed as the Claims Administrator to supervise and administer the notice  
11 procedure and the processing of claims.

12 14. To the extent they have not already done so, Class Counsel shall provide  
13 wire instructions for the Escrow Account and an IRS Form W-9 for the Settlement  
14 Fund to Defendants' Counsel within five (5) business days of the date of this Order.  
15 By or before the fifteenth (15th) calendar day after the entry of this Order on the  
16 Court's docket, Luna shall pay or cause to be paid the Settlement Amount of U.S.  
17 \$7,300,000.00 by wire into the Escrow Account.

18 15. The Claims Administrator shall cause the Postcard Notice, substantially  
19 in the form annexed hereto, to be mailed, by first-class mail, postage prepaid,  
20 beginning by the thirtieth (30th) calendar day after entry of this Order, to all  
21 Settlement Class Members who can be identified with reasonable effort, including  
22 nominees or custodians who purchased or otherwise acquired shares of Luna  
23 securities during the Class Period as record owners but not as beneficial owners.  
24 Nominees or custodians receiving the Postcard Notice are hereby directed, within ten  
25 (10) calendar days of receipt of the Postcard Notice, to either (a) forward copies of  
26 the Postcard Notice to their beneficial owners or (b) provide the Claims  
27 Administrator with lists of the names, last known addresses, and email addresses (to  
28 the extent known) of such beneficial owners, in which case the Claims Administrator

1 is directed to send the Postcard Notice promptly to such identified beneficial owners.  
2 Nominee purchasers who elect to send the Postcard Notice to their beneficial owners  
3 shall send a statement to the Claims Administrator confirming that the mailing was  
4 made as directed. Additional copies of the Postcard Notice shall be made available  
5 to any record holder requesting such for the purpose of distribution to beneficial  
6 owners. The Claims Administrator shall, if requested, reimburse nominees or  
7 custodians out of the Settlement Fund solely for their reasonable out-of-pocket  
8 expenses, which expenses would not have been incurred but for the sending of such  
9 Postcard Notice or the requirement to identify their beneficial holders, subject to  
10 further order of this Court with respect to any dispute concerning such  
11 reimbursement.

12 16. Class Counsel shall, at least seven (7) calendar days before the Fairness  
13 Hearing, serve upon Defendants' Counsel, and file with the Court, proof of the  
14 mailing of the Postcard Notice as required by this Order.

15 17. Class Counsel, through the Claims Administrator, shall cause the  
16 Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim  
17 to be posted on the Settlement Website to be established by the Claims Administrator  
18 for the Settlement within thirty (30) calendar days after entry of this Order.

19 18. Class Counsel, through the Claims Administrator, shall cause the  
20 Summary Notice to be published electronically once on the *PRNewswire* and in print  
21 once in *Investor's Business Daily* within forty (40) calendar days of entry of this  
22 Order. Class Counsel shall, at least seven (7) calendar days before the Fairness  
23 Hearing, serve upon Defendants' Counsel, and file with the Court, proof of  
24 publication of the Summary Notice.

25 19. The Court finds that the forms and methods set forth herein of notifying  
26 the Settlement Class Members of the Settlement and its terms and conditions meet  
27 the requirements of due process, FRCP 23, and all other applicable laws and rules  
28 and constitute the best notice practicable under the circumstances, and shall

1 constitute due and sufficient notice to all persons and entities entitled thereto, and are  
2 reasonably calculated under the circumstances to describe the terms and effect of the  
3 Settlement and to apprise the Settlement Class Members of their right to object to the  
4 proposed Settlement. No Settlement Class Member will be relieved from the terms  
5 and conditions of the Settlement, including the releases provided for therein, based  
6 upon the contention or proof that such Settlement Class Member failed to receive  
7 actual or adequate notice.

8         20. All reasonable fees and expenses incurred in identifying and notifying  
9 Settlement Class Members, and in administering the Settlement, shall be paid as set  
10 forth in the Stipulation. In the event the Settlement is not finally approved by the  
11 Court, or otherwise fails to become effective, neither Lead Plaintiff nor his counsel  
12 shall have any obligation to repay any amounts actually and properly disbursed from  
13 the Settlement Fund, except as provided in the Stipulation.

14         21. To be eligible to participate in any recovery from the Net Settlement  
15 Fund, if the Settlement becomes effective, each Settlement Class Member must take  
16 the following actions and be subject to the following conditions:

17             (a) At least thirty (30) days prior to the final Fairness Hearing, each  
18 Person claiming to be an Authorized Claimant shall be required to submit to the  
19 Claims Administrator a completed Proof of Claim, substantially in the form of  
20 Exhibit A-2 to the Stipulation, signed under penalty of perjury and accompanied by  
21 adequate supporting documentation for the transactions reported therein as specified  
22 in the Proof of Claim, or by such other supporting documentation as is deemed  
23 adequate by the Claims Administrator;

24             (b) Except as otherwise ordered by the Court, all Settlement Class  
25 Members who fail to timely submit a Proof of Claim by such date, or such other date  
26 as may be ordered by the Court, shall be forever barred from receiving any payments  
27 pursuant to the Stipulation and Settlement set forth therein, but will, in all other  
28 respects, be subject to and bound by the provisions of the Stipulation, the releases

1 contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel  
2 may, in its discretion (a) accept for processing late submitted claims, so long as the  
3 distribution of the Net Settlement Fund to Authorized Claimants is not materially  
4 delayed; and (b) waive what Class Counsel deem to be de minimis or technical  
5 defects in any Proof of Claim submitted. No Person shall have any claim against  
6 Lead Plaintiff, Class Counsel, or the Claims Administrator by reason of any exercise  
7 of discretion with respect to such late-submitted or technically deficient claims.

8 (c) Each Proof of Claim shall be deemed to have been submitted  
9 when legibly postmarked (if properly addressed and mailed by first class mail)  
10 provided such Proof of Claim is actually received before the filing of a motion for an  
11 Order of the Court approving distribution of the Net Settlement Fund. Any Proof of  
12 Claim submitted in any other manner shall be deemed to have been submitted when  
13 it was actually received by the Claims Administrator at the address designated in the  
14 Notice.

15 (d) Once the Claims Administrator has considered a timely submitted  
16 Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected.  
17 For each claim determined to be either deficient or rejected, the Claims Administrator  
18 shall send a deficiency letter or rejection letter as appropriate, describing the basis on  
19 which the claim was so determined. Persons who timely submit a Proof of Claim  
20 that is deficient or rejected shall be afforded twenty (20) calendar days to cure such  
21 deficiency if it shall appear that such deficiency may be cured. If any Claimant whose  
22 claim has been rejected in whole or in part wishes to contest such rejection, the  
23 Claimant must, within twenty (20) calendar days after the date of mailing of the  
24 notice of such rejection, serve upon the Claims Administrator a notice and statement  
25 of reasons indicating the Claimant's ground for contesting the rejection along with  
26 any supporting documentation, and requesting a review thereof by the Court. If an  
27 issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter  
28 present the request for review to the Court.

1 (e) As part of the Proof of Claim, each Settlement Class Member  
2 shall submit to the jurisdiction of the Court with respect to the claim submitted, and  
3 shall, upon the Effective Date, release all claims as provided in the Stipulation. No  
4 discovery shall be allowed on the merits of the Action or the Settlement in connection  
5 with the processing of any Proofs of Claim, nor shall any discovery from or of  
6 Defendants be allowed on any topic.

7 22. Settlement Class Members who do not submit valid and timely Proofs  
8 of Claim will be forever barred from receiving any payments from the Net Settlement  
9 Fund, but will in all other respects be subject to and bound by the terms of the  
10 Stipulation and the Judgment, if entered and the Settlement becomes effective, and  
11 will be permanently barred and enjoined from bringing any action, claim, or other  
12 proceeding of any kind against the Released Defendant Persons with respect to the  
13 Released Claims. Settlement Class Members shall be bound by all determinations  
14 and judgments in this Action whether favorable or unfavorable.

15 23. The Court will consider objections to the Settlement, the Plan of  
16 Allocation, and the Fee and Expense Applications, provided, however, that, absent  
17 further order of the Court, no Settlement Class Member or other Person shall be heard  
18 or entitled to contest the approval of the terms and conditions of the proposed  
19 Settlement, the Plan of Allocation, or the Fee and Expense Applications or, if  
20 approved, the Judgment, or any other order relating thereto, unless that Person has  
21 filed their objection(s) (and any supporting papers and briefs) with the Office of the  
22 Clerk of the United States District Court for the Central District of California, First  
23 Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, and  
24 served copies of such materials on Class Counsel and Defendants' Counsel,  
25 respectively, by both email and Federal Express at least twenty-one (21) calendar  
26 days prior to the final Fairness Hearing:

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1 Lucas E. Gilmore  
2 HAGENS BERMAN SOBOL SHAPIRO LLP  
3 715 Hearst Street, Suite 300  
4 Berkeley, CA 94710  
5 lucasg@hbsslaw.com

6 Lisa R. Bugni  
7 KING & SPALDING LLP  
8 533 West Fifth Street, Suite 1600  
9 Los Angeles, CA 90071  
10 lbugni@kslaw.com

11 Emily Renshaw  
12 MORGAN, LEWIS & BOCKIUS, LLP  
13 One Federal Street  
14 Boston, MA 02110  
15 emily.renshaw@morganlewis.com

16 Daniel Roeser  
17 GOODWIN PROCTER LLP  
18 The New York Times Building  
19 620 Eighth Avenue  
20 New York, NY 10018  
21 droeser@goodwinlaw.com

22 Stephen L. Ascher  
23 JENNER AND BLOCK LLP  
24 1155 Avenue of the Americas  
25 New York, NY 10036  
26 sascher@jenner.com

27 To be valid, a Settlement Class Member's objection must substantially comply with  
28 the following requirements, namely, it must, with respect to the Settlement Class  
Member: (1) state their name, address, and telephone number, (2) list all of their  
purchases, acquisitions, sales, and dispositions of Luna securities during the Class  
Period (in order to show their membership in the Settlement Class), (3) state all  
grounds for their objection, and (4) state the name, address, and telephone number of

1 the Settlement Class Member's counsel, if any. The objection must be signed by the  
2 objector, even if the objection is filed by counsel for the objector. Attendance at the  
3 Fairness Hearing is not necessary, but Persons wishing to be heard orally in  
4 opposition to approval of the Stipulation, the Plan of Allocation, and/or the Fee and  
5 Expense Application must state in their written objection that they intend to appear  
6 at the Fairness Hearing and must identify any witnesses they may call to testify or  
7 exhibits they intend to introduce into evidence at the Fairness Hearing, provided,  
8 however, that the Court may excuse such requirements upon a showing of good  
9 cause. Settlement Class Members need not appear at the Fairness Hearing or take  
10 any other action to show their approval.

11 24. Unless otherwise ordered by the Court upon a finding of good cause  
12 shown, any Settlement Class Member who does not object in the manner prescribed  
13 above shall: be deemed to have waived all such objections; be forever foreclosed  
14 from making any objection to the fairness, adequacy or reasonableness of the  
15 Settlement, any Judgment approving the Settlement, and any orders approving the  
16 Plan of Allocation or the Fee and Expense Applications; be bound by all the terms  
17 and provisions of the Stipulation and by all proceedings, orders, and judgments in the  
18 Action; and be foreclosed from appealing from any judgment or order entered in this  
19 Action.

20 25. All papers in support of the Settlement, the Plan of Allocation, and/or  
21 the Fee and Expense Applications shall be filed and served no later than thirty-five  
22 (35) calendar days before the Fairness Hearing.

23 26. Any submissions filed in response to any objections or in further support  
24 of the Settlement, the Plan of Allocation, and/or the Fee and Expense Applications  
25 shall be filed no later than seven (7) calendar days prior to the Fairness Hearing.

26 27. Defendants, Defendants' Counsel, Defendants' insurers, and other  
27 Released Defendant Persons shall have no responsibility for, or liability with respect  
28 to, the Plan of Allocation or the Fee and Expense Applications (including any

1 payments to the representative plaintiffs) submitted by Class Counsel, and such  
2 matters will be considered separately from the fairness, reasonableness, and  
3 adequacy of the Settlement.

4 28. Pending final determination of whether the Settlement should be  
5 approved, Lead Plaintiff, all Settlement Class Members, and anyone who acts or  
6 purports to act on their behalf, shall not institute, commence, maintain, or prosecute,  
7 and are hereby barred and enjoined from instituting, continuing, commencing,  
8 maintaining, or prosecuting, any action in any court or tribunal that asserts Released  
9 Claims against any of the Released Defendant Persons.

10 29. All funds held by the Escrow Agent shall be deemed to be in the custody  
11 of, and subject to the jurisdiction of, the Court until such time as such funds are either  
12 distributed or returned pursuant to the Stipulation, the Plan of Allocation, and/or  
13 further order of the Court.

14 30. Neither this Order nor the Stipulation (including the Settlement  
15 contained therein) nor any act performed or document executed pursuant to or in  
16 furtherance of the Settlement:

17 (a) is or may be deemed to be, or may be used as an admission,  
18 concession, or evidence of, the validity or invalidity of any of the claims asserted  
19 against Defendants or the Released Defendant Persons, the truth or falsity of any fact  
20 alleged by Lead Plaintiff, the sufficiency or deficiency of any defense that has been  
21 or could have been asserted in this Action, or of any deception, wrongdoing, liability,  
22 negligence or fault of Defendants, the Released Defendant Persons, or each or any of  
23 them, or that Lead Plaintiff or any Settlement Class Member was harmed or damaged  
24 by any conduct by any Defendant or the Released Defendant Persons;

25 (b) is or may be deemed to be or may be used as an admission of, or  
26 evidence of, any fault or misrepresentation or omission with respect to any statement  
27 or written document attributed to, approved by or made by Defendants or the  
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1 Released Defendant Persons in any arbitration proceeding or any civil, criminal, or  
2 administrative proceeding in any court, administrative agency or other tribunal; and

3 (c) is or may be deemed to be or shall be construed as or received in  
4 evidence as an admission or concession against Defendants, the Released Defendant  
5 Persons, or any of them, that Lead Plaintiff's or Settlement Class Members' claims  
6 are with or without merit, that a litigation class should or should not be certified, that  
7 damages recoverable in the Action would have been greater or less than the  
8 Settlement Amount, or that the consideration to be given pursuant to the Stipulation  
9 represents an amount equal to, less than, or greater than the amount which could have  
10 or would have been recovered after trial.

11 31. In the event the Settlement is not consummated in accordance with the  
12 terms of the Stipulation, then the Stipulation and this Order (including any  
13 amendment(s) thereof, and except as expressly provided in the Stipulation or by order  
14 of the Court) shall be null and void, of no further force or effect, and without  
15 prejudice to Lead Plaintiff, Defendants, or the Released Defendant Persons, and may  
16 not be introduced as evidence or used in any action or proceeding by any Person  
17 against Lead Plaintiff, Defendants, the Released Defendant Persons, or the Released  
18 Plaintiff Persons, and each of Lead Plaintiff, Defendants, and the Released Defendant  
19 Persons shall be restored to his, her or its respective litigation positions as they  
20 existed immediately prior to the execution of the Stipulation.

21 32. No later than fifteen (15) calendar days following the filing of the  
22 Stipulation with the Court, Luna shall cause to be served on Lead Counsel and filed  
23 with the Court proof, by affidavit or declaration, regarding its compliance with its  
24 notice requirements under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*  
25 ("CAFA") on behalf of all Defendants.


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1           33. The Court retains exclusive jurisdiction over the Action to consider all  
2 further matters arising out of, or relating to, the Settlement and the Stipulation  
3 including, by way of illustration and not limitation, the enforcement thereof.

4  
5 DATED: September 19, 2025

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7 HON. CONSUELO MARSHALL  
8 United States District Judge

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