

1 Richard W. Gonnello (admitted *pro hac vice*)
 Megan M. Sullivan (admitted *pro hac vice*)
 2 Katherine M. Lenahan (admitted *pro hac vice*)
FARUQI & FARUQI, LLP
 3 685 Third Avenue, 26th Floor
 New York, NY 10017
 4 Telephone: 212-983-9330
 Facsimile: 212-983-9331
 5 Email: rgonnello@faruqilaw.com
 msullivan@faruqilaw.com
 6 klenahan@faruqilaw.com

7 Barbara Rohr SBN 273353
FARUQI & FARUQI, LLP
 8 10866 Wilshire Boulevard, Suite 1470
 Los Angeles, CA 90024
 9 Telephone: 424-256-2884
 Facsimile: 424-256-2885
 10 Email: brohr@faruqilaw.com

11 *Attorneys for Lead Plaintiff Vinod Patel*

12 Additional Counsel on Signature Page

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15

16 CA No. 3:14-CV-01224 (CRB)

17 In re: GERON CORPORATION SECURITIES
 18 LITIGATION

19
 20 This Document Relates To:
 21 ALL ACTIONS
 22

23 **STIPULATION AND AGREEMENT OF SETTLEMENT**

24 This Stipulation and Agreement of Settlement (“Stipulation”) is made and entered into by and
 25 between Lead Plaintiff Vinod Patel (“Lead Plaintiff”) on behalf of himself and the class of persons
 26 defined below, and Defendants Geron Corporation (“Geron”) and individual Defendants Dr. John A.
 27 Scarlett, M.D., Olivia K. Bloom, and Dr. Stephen M. Kelsey, M.D. (together with Geron,
 28 “Defendants”), pursuant to Rule 23 of the Federal Rules of Civil Procedure.

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WHEREAS:

A. Commencing on March 14, 2014, the first of two securities class action complaints were filed against Defendants, captioned *Kishtagari v. Geron Corporation, et al.*, Case No. 14-cv-01224-CRB;¹

B. On June 30, 2014, the Court entered an order consolidating related cases under the caption *In re Geron Corporation Securities Litigation*, Case No. 3:14-CV-01224-CRB;

C. By order dated June 30, 2014, the Court appointed Vinod Patel Lead Plaintiff and approved his selection of the law firm of Faruqi & Faruqi, LLP as Lead Counsel;

D. On September 19, 2014, Lead Plaintiff filed his Consolidated Amended Class Action Complaint (“CAC”). The CAC asserts claims for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 against Defendants, on behalf of all persons or entities who purchased or otherwise acquired Geron common stock between December 10, 2012 and March 11, 2014, inclusive. The allegations underlying the case are summarized in the Parties’ motion to dismiss briefing (Dkt. Nos. 54, 61, 67);

E. On November 18, 2014, Defendants filed a motion to dismiss the CAC pursuant to Rule 12(b)(6) (Dkt. No. 54);

F. On April 10, 2015, the Court granted in part and denied in part Defendants’ motion to dismiss (Dkt. No. 73);

G. On May 22, 2015 Defendants filed their Answer to the CAC;

H. On September 3, 2015, the Court denied Defendants’ motion for leave to file a motion for reconsideration of the Court’s April 15, 2015 order regarding Defendants’ motion to dismiss;

I. On November 2, 2015, the Parties held a mediation before the Hon. Layn R. Phillips, which did not result in a settlement at that time;

¹ All capitalized words or terms not otherwise defined herein shall have the meanings for those words or terms as set forth in the section below entitled “Definitions” at ¶1 hereof.

1 J. The Parties have served formal discovery requests, including, *inter alia*, requests for
2 the production of documents, interrogatories, and requests for admission, and Defendants have
3 produced a “first-wave” of documents to Lead Plaintiff;

4 K. Lead Counsel has conducted an investigation, reviewed documents, analyzed the
5 claims, consulted with medical and damages experts, and researched the applicable law with respect
6 to the claims against Defendants and their potential defenses thereto;

7 L. Lead Counsel and Defendants’ Counsel have engaged in substantial settlement
8 discussions, including further discussions with Judge Phillips, to resolve the claims by Lead Plaintiff
9 and the Class against Defendants, and have now agreed to settle those claims on terms that include the
10 payment of \$6,250,000 for the benefit of the Class. Judge Phillips was extensively involved in those
11 discussions;

12 M. Based upon their independent investigation, Lead Counsel and Lead Plaintiff have
13 concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to the
14 Class, and are in the Class’s best interests, and have agreed to settle the claims raised in the Action
15 with the Defendants pursuant to the terms and provisions of this Stipulation, after considering (a) the
16 substantial benefits that the Class will receive from the Settlement, (b) the attendant risks of continued
17 litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the
18 terms of this Stipulation; and

19 N. Defendants have denied and continue to deny each and all of the claims and contentions
20 alleged by Lead Plaintiff, as well as all charges of wrongdoing or liability against them arising out of
21 any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the
22 Action. Defendants believe the Action has no merit. Defendants deny that they made any false or
23 misleading statements during the Class Period, that they had the state of mind required to render any of the
24 alleged misrepresentations and omissions actionable, and that any alleged loss was caused by any alleged
25 misrepresentations. Nonetheless, taking into account the uncertainty and risks inherent in any litigation,
26 especially in complex cases such as this one, Defendants have concluded that further litigation of the
27 Action would be protracted, burdensome, and expensive, and that it is desirable and beneficial to them to
28 resolve the Action upon the terms and conditions set forth in this Stipulation.

1 successors-in-interest or assigns of such excluded Persons. Also excluded from the Class is any Person
2 who properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in
3 accordance with the requirements to be set forth in the Settlement Notice.

4 f. “Class Distribution Order” means an order of the Court approving the Claims
5 Administrator’s administrative determinations concerning the acceptance and rejection of the claims
6 submitted herein, and approving any fees and expenses not previously applied for, including the fees
7 and expenses of the Claims Administrator and, if the Effective Date has occurred, directing payment
8 of the Net Settlement Fund to Authorized Claimants.

9 g. “Class Member” means any Person or entity who or which is a member of the
10 Class and is not excluded therefrom.

11 h. “Class Period” means the period from December 10, 2012 through and
12 including March 11, 2014, both dates inclusive.

13 i. “Court” means the United States District Court for the Northern District of
14 California.

15 j. “Defendants’ Claims” means any and all claims, rights, demands, obligations,
16 controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever
17 in law or in equity, including both known and Unknown Claims, held at any point from the beginning
18 of time to the date of the execution of this Stipulation, which claims both have been or could have
19 been asserted by the Defendants against any of the Released Plaintiff Parties and which arise out of
20 the institution or prosecution of the Action.

21 k. “Defendants’ Counsel” means the law firm of Cooley LLP.

22 l. “Defendant Releasees” means (1) Defendants, (2) Defendants’ Counsel, (3)
23 with regard to Geron all past or present subsidiaries, parents, affiliates, principals, successors and
24 predecessors, assigns, officers, directors, accountants, investment bankers, commercial bankers,
25 shareholders, underwriters, financial or investment advisors, trustees, partners, limited partners,
26 controlling shareholders, joint venturers, co-developers, collaborators, agents, fiduciaries, contractors,
27 employees, attorneys, auditors, insurers, co-insurers, and reinsurers; (4) with regard to Dr. John A.
28 Scarlett, M.D., Ms. Olivia K. Bloom, and Dr. Stephen M. Kelsey, M.D., each such individual’s

1 spouses, marital communities, immediate family members, heirs, executors, personal representatives,
2 estates, administrators, trusts, predecessors, successors, and assigns or other individual or entity in
3 which any of Dr. Scarlett, Ms. Bloom, and Dr. Kelsey has a controlling interest, and each and all of
4 their respective past or present subsidiaries, divisions, parents, affiliates, principals, successors and
5 predecessors, assigns, officers, directors, trusts, partners, agents, fiduciaries, contractors, employees,
6 attorneys, auditors, accountants, advisors, insurers, co-insurers, and re-insurers; and each of Dr.
7 Scarlett, Ms. Bloom, and Dr. Kelsey's present and former attorneys, legal representatives, insurers,
8 and assigns in connection with the Action.

9 m. "Effective Date" means the date upon which the Judgment becomes Final.

10 n. "Escrow Account" means the interest-bearing account maintained by the
11 Escrow Agent into which the Settlement Amount shall be deposited. The Escrow Account shall be
12 controlled and maintained by Lead Counsel on behalf of Lead Plaintiff and the Class.

13 o. "Escrow Agent" means Lead Counsel or their duly appointed agent(s). The
14 Escrow Agent shall perform the duties set forth in this Stipulation.

15 p. "Escrow Agreement" means the escrow agreement among Lead Counsel and
16 the Escrow Agent with respect to the Escrow Account.

17 q. "Final Fairness Hearing" means the hearing to be held by the Court to make a
18 final decision pursuant to Federal Rule of Civil Procedure 23 as to whether this Settlement Agreement
19 is fair, reasonable and adequate and, therefore, should be approved by the Court.

20 r. "Final," with respect to the Judgment, means the later of: (i) the expiration of
21 the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e)
22 has passed without any such motion having been filed; (ii) the expiration of time in which to appeal
23 the Judgment has passed without any appeal having been taken; and (iii) if there is a motion to alter
24 or amend the Judgment or an appeal from the Judgment (other than an appeal or motion to alter or
25 amend pertaining solely to the Court's approval of a Plan of Allocation and/or the Court's award of
26 attorneys' fees, costs or expenses), the date of final affirmance of the Judgment and the expiration of
27 the time for any further judicial review whether by appeal, reconsideration or a petition for a writ of
28 *certiorari* and, if *certiorari* is granted, the date of final affirmance of the Judgment following review

1 pursuant to the grant. Any appeal or proceeding seeking judicial review pertaining solely to: (i) Court
2 approval of the Plan of Allocation of the Net Settlement Fund; or (ii) the Court’s award of attorneys’
3 fees, costs or expenses, shall not in any way delay or preclude the Judgment from becoming Final or
4 affect the time set forth above for the Judgment to become Final.

5 s. “Judgment” means the final proposed judgment to be entered approving the
6 Settlement substantially in the form attached hereto as Exhibit B.

7 t. “Lead Counsel” means Faruqi & Faruqi, LLP, counsel for Lead Plaintiff.

8 u. “Lead Plaintiff” means Vinod Patel.

9 v. “Litigation Expenses” means the costs and expenses incurred by Lead Counsel
10 in connection with commencing and prosecuting the Action for which Lead Counsel intends to apply
11 to the Court for reimbursement from the Settlement Fund.

12 w. “Net Settlement Fund” means the Settlement Fund less: (i) Court awarded
13 attorneys’ fees; (ii) Notice and Administration Expenses; (iii) any required Taxes; and (iv) Court
14 awarded Litigation Expenses; and (v) any other fees or expenses approved by the Court.

15 x. “Notice and Administration Expenses” means all expenses incurred in
16 connection with the preparation, printing, mailing, and online publication of the Settlement Notice;
17 the preparation and publication of the Publication Notice; providing notice to the Class by mail,
18 publication, and other means; receiving and reviewing claims; applying the Plan of Allocation;
19 corresponding with Class Members; and the costs of the Claims Administrator.

20 y. “Notices” means the Publication Notice and the Settlement Notice, collectively,
21 as well as any other notice required or approved by the Court in connection with this Settlement.

22 z. “Person” and “Persons” means an individual, corporation, partnership,
23 association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government
24 and any political subdivision thereof, or any other type of business or legal entity, any legal
25 representative, and their spouses, heirs, predecessors, successors, representatives, agents, or assignees.

26 aa. “Plan of Allocation” means the plan that Lead Plaintiff will submit to the Court
27 at a later date, or a different plan approved by the Court, and upon notice to the Class that shall be
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1 utilized for distribution of the Net Settlement Fund to Authorized Claimants in a manner consistent
2 with the terms of this Stipulation, and as approved by the Court.

3 bb. "Preliminary Approval Hearing" means the preliminary hearing to be held by
4 the Court to determine whether the proposed Settlement is fair, reasonable and adequate and should
5 be approved.

6 cc. "Preliminary Approval Order" means the proposed order preliminarily
7 approving the Settlement, which shall be substantially in the form attached hereto as Exhibit A.

8 dd. "Proof of Claim" means the Proof of Claim and Release form which is to be
9 sent to members of the Class substantially in the form attached hereto as Exhibit A-2.

10 ee. "Publication Notice" means the notice of the proposed Settlement which shall
11 be published in *PR Newswire* and *Investor's Business Daily*, substantially in the form attached hereto
12 as Exhibit A-3.

13 ff. "Released Parties" means the Defendant Releasees and the Released Plaintiff
14 Parties collectively.

15 gg. "Released Plaintiff Parties" means (1) Lead Plaintiff, (2) Lead Counsel, and (3)
16 with regards to Lead Plaintiff, Lead Plaintiff's spouse marital communities, immediate family
17 members, heirs, executors, personal representatives, estates, administrators, trusts, predecessors,
18 successors, and assigns or other individual or entity in which Lead Plaintiff has a controlling interest,
19 and each and all of their respective past or present subsidiaries, divisions, parents, affiliates, principals,
20 officers, directors, trusts, partners, agents, fiduciaries, contractors, employees, attorneys, auditors,
21 accountants, advisors, insurers, co-insurers, and re-insurers; and each of Lead Plaintiff's present and
22 former attorneys, legal representatives, insurers, and assigns in connection with the Action.

23 hh. "Response Deadline" means the last date on which Class Members may submit
24 a request for exclusion, or objection to the Settlement. The Response Deadline is to be determined by
25 the Court, as set out in the Preliminary Approval Order.

26 ii. "Settled Claims" means any and all claims, rights, demands, obligations,
27 controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever
28 (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees,

1 expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on
2 federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or
3 contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or
4 unmatured, or class or individual in nature (including both known and Unknown Claims) against
5 Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i)
6 the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or
7 omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of
8 Geron common stock during the Class Period.

9 jj. “Settlement” means the resolution of the Action in accordance with the terms
10 and provisions of this Stipulation.

11 kk. “Settlement Amount” means \$6,250,000, cash.

12 ll. “Settlement Fund” means the Settlement Amount plus any interest earned on
13 any monies held in the Escrow Account.

14 mm. “Settlement Notice” means the Notice of Pendency and Settlement of Class
15 Action which is to be sent to Class Members substantially in the form attached hereto as Exhibit A-1.

16 nn. “Settling Parties” means, collectively, Defendants and Lead Plaintiff.

17 oo. “Stipulation” means this Stipulation and Agreement of Settlement.

18 pp. “Taxes” means all federal, state, local or other taxes on the income earned by
19 the Settlement Fund and expenses and costs incurred in connection with the taxation of the Settlement
20 Fund (including, without limitation, expenses of tax attorneys and accountants).

21 qq. “Termination Notice” shall have the meaning set forth in ¶39 below.

22 rr. “Unknown Claims” means any and all Settled Claims which Lead Plaintiff in
23 the Action or any Class Member does not know to exist in his, her, or its favor at the time of the release
24 of Defendants’ Releasees, and any Defendants’ Claims which Defendants did not know to exist in
25 their favor at the time of the release of the Released Plaintiff Parties, which if known might have
26 affected the decision to enter into the Settlement or the decision not to object to the Settlement. With
27 respect to any and all Settled Claims and Defendants’ Claims, the Settling Parties stipulate and agree
28 that upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Class Member

1 shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions,
2 rights and benefits of Cal. Civ. Code § 1542, which provides:

3 A general release does not extend to claims which the creditor does not
4 know or suspect to exist in his or her favor at the time of executing the
5 release, which if known by him or her must have materially affected his
6 or her settlement with the debtor.

6 Lead Plaintiff and Defendants shall expressly and each of the Class Members shall be deemed to have,
7 and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits
8 conferred by any law of any state or territory of the United States, or principle of common law, which is
9 similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may
10 hereafter discover facts in addition to or different from those which he, she or it now knows or believes to
11 be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly, fully,
12 finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to
13 have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and
14 all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether
15 or not concealed or hidden, which now exist, or heretofore have existed, or coming into existence in the
16 future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
17 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different
18 or additional facts. Lead Plaintiff and Defendants acknowledge, and other Class Members by operation
19 of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the
20 definition of Settled Claims and Defendants’ Claims was separately bargained for and was a key
21 element of this Settlement.

22 **RELEASES**

23 2. The obligations incurred pursuant to this Stipulation are in full and final disposition of
24 the Action with respect to all Released Parties and any and all Settled Claims and Defendants’ Claims.

25 3. As of the Effective Date, Lead Plaintiff, the Class, and each Class Member who has
26 not submitted a valid and timely exclusion, on behalf of themselves and each of their predecessors,
27 successors, assigns, parents, subsidiaries, affiliates, agents, representatives, heirs, trustees, joint
28 tenants, tenants in common, beneficiaries, executors and administrators, attorneys, insurers, and

1 anyone else who could make a claim through or on behalf of a Class Member, directly or indirectly,
2 individually, derivatively, representatively, or in any other capacity, by operation of the Judgment,
3 will release and forever discharge each and every Settled Claim, as against each and all of the
4 Defendant Releasees, and shall forever be barred and enjoined from commencing, instituting or
5 maintaining any of the Settled Claims against the Defendant Releasees.

6 4. As of the Effective Date, Defendants on behalf of themselves and each of their
7 predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, representatives, heirs,
8 trustees, joint tenants, tenants in common, beneficiaries, executors and administrators, attorneys,
9 insurers, and anyone else who could make a claim through or on behalf of a Defendant, directly or
10 indirectly, individually, derivatively, representatively, or in any other capacity, by operation of the
11 Judgment, will release and forever discharge each and every Defendants' Claims, and shall forever be
12 barred and enjoined from commencing, instituting or maintaining any of Defendants' Claims against
13 any of the Released Plaintiff Parties.

14 5. For purposes of clarity, nothing contained herein shall be construed to release any
15 claims asserted in the actions captioned *DiLaura v. Scarlett et al.*, Lead Case No. 4:15-cv- 02989-
16 CRB and *Haddock v. Scarlett et al.*, Case No. 3:15-cv-03007-CRB, and (b) the related consolidated
17 shareholder derivative action before the California Superior Court for the County of San Mateo,
18 captioned *Oriente v. Scarlett et al.*, Lead Case No. CIV528121 and *Cavel v. Scarlett et al.*, Case No.
19 CIV535151.

20 6. Only those Class Members filing valid and timely Proofs of Claim shall be entitled to
21 participate in the Settlement and receive a distribution from the Net Settlement Fund. The Proof of
22 Claim to be executed by Class Members shall contain a further written release all Settled Claims
23 against the Released Parties, and shall be substantially in the form contained in Exhibit A-2 attached
24 hereto. All Class Members shall be bound by the releases set forth in this Stipulation, whether or not
25 they submit a valid and timely Proof of Claim or request for exclusion in accordance with ¶¶37-38
26 below.

27 7. The Settling Parties shall request that the Court, as part of the Judgement, enter an
28 appropriate bar order, consistent with the Securities Exchange Act of 1934, the Private Securities

1 Litigation Reform Act of 1995, and/or applicable common law, barring contribution claims against
2 the Defendants. The proposed Judgment shall also contain a provision requiring that any final verdict
3 or judgment that may be obtained by or on behalf of the Class or a Class Member against any person
4 or entity subject to the bar order as defined herein be reduced by the greater of: (i) an amount that
5 corresponds to the percentage of responsibility of any of the Defendants for common damages; or (ii)
6 the Settlement Amount.

7 **CLASS CERTIFICATION**

8 8. For purposes of this Settlement only, Defendants stipulate to: (i) certification of the
9 Action as a class action, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure;
10 (ii) the appointment of Lead Plaintiff as representative of the Class; and (iii) the appointment of Lead
11 Counsel as counsel for the Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. Lead
12 Plaintiff will move for, and Defendants shall not oppose, entry of the Preliminary Approval Order
13 substantially in the form of Exhibit A attached hereto, which will certify the Action to proceed as a
14 class action for purposes of this Settlement only and only if the Judgment contemplated by this
15 Stipulation becomes Final and the Effective Date occurs.

16 **THE SETTLEMENT CONSIDERATION**

17 9. In full settlement of the Settled Claims, including without limitation the claims asserted
18 in the Action against Defendants, and in consideration of the releases specified in ¶¶2-6, above, Geron
19 and/or its insurers shall pay or cause to be paid \$6,250,000 into the Escrow Account within twenty
20 (20) calendar days after the later of (1) the Preliminary Approval Order is entered, or (2) the receipt
21 by Defendants' Counsel of payment instructions and a Form W-9 providing the tax identification
22 number for Lead Counsel. Upon payment of the Settlement Amount into the Escrow Account,
23 Defendant Releasees shall have no further liability or obligation to make any payment into the
24 Settlement Fund or otherwise with respect to the Action, the Settlement or this Stipulation, and neither
25 Lead Plaintiff, Class Members nor Lead Counsel shall have any recourse against Defendant Releasees
26 regarding any of the foregoing.

USE AND ADMINISTRATION OF THE SETTLEMENT FUND

10. The Settlement Fund may be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees, Litigation Expenses, and award for Lead Plaintiff approved by the Court; (iv) to pay any other fees and expenses approved by the Court; and (v) to pay claims of Authorized Claimants determined valid for payment. The Settlement Fund shall be the sole source for any attorneys' fees, Litigation Expenses, and award to Lead Plaintiff, and Lead Plaintiff will have no recourse against Defendant Releasees for any Taxes, Notice and Administration Expenses, attorneys' fees or Litigation Expenses, other fees and expenses approved by the Court, or claims of Authorized Claimants.

11. Defendant Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission or determination of Lead Counsel, the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Lead Plaintiff, Class Members and Lead Counsel shall have no recourse against Defendant Releasees regarding any of the foregoing.

12. The Net Settlement Fund shall remain in the Escrow Account until the Effective Date, whereafter the Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶24-34 hereof. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in United States Treasury Bills or, if approved by Lead Counsel and Lead Plaintiff, in money market funds with one or more of the fifty (50) largest banking institutions in the United States, and shall collect and reinvest all interest accrued thereon. Lead Counsel has structured the Escrow Account so that it will qualify as a "qualified settlement fund," as that term is

1 defined in Treas. Reg. §1.468B-1, which has been promulgated under Section 468B of the Internal
2 Revenue Code of 1986, as amended, and the parties hereto accordingly agree to treat the Settlement
3 Fund as a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1, and that
4 Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation
5 §1.468B-2(k)(3), shall be responsible for timely filing tax returns and any relevant tax filings and
6 documentation relating thereto for the Settlement Fund and timely paying from the Settlement Fund
7 any Taxes owed with respect to the Settlement Fund. Defendants' Counsel as transferor agrees to
8 provide promptly to Lead Counsel the required statement described in Treasury Regulation §1.468B-
9 3(e).

10 13. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the
11 Escrow Agent without prior order of the Court. Any Tax returns prepared for the Settlement Fund (as
12 well as the election set forth therein) shall be consistent with the previous paragraph, and in all events
13 shall reflect that all Taxes (including any interest or penalties) on the income earned by the Settlement
14 Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Fund shall indemnify
15 and hold Defendants harmless for Taxes and related expenses (including without limitation, taxes
16 payable by reason of any such indemnification), if any, payable by Defendants by reason of the income
17 earned on the Settlement Fund. Defendants shall notify the Escrow Agent promptly if they receive
18 any notice of any claim for Taxes relating to the Settlement Fund.

19 14. Lead Counsel may pay from the Escrow Account Notice and Administration Expenses
20 up to \$250,000 without further order of the Court.

21 15. Lead Counsel may pay from the Settlement Amount all reasonable costs and expenses
22 associated with the administration of the Settlement, including, without limitation, the actual costs of
23 identifying and notifying Class Members, disseminating the Notices, the administrative expenses
24 incurred and fees charged by the Claims Administrator in connection with mailing notices and
25 processing the submitted claims, and any other Notice and Administration Expenses. In the event that
26 the Settlement is terminated, all monies paid by Defendants into the Settlement Fund shall be returned
27 to the Defendants, with interest actually earned, except that amounts actually used to pay for
28 documented Notice and Administration Expenses, up to \$250,000, shall not be returned.

1 plus interest therein. Defendants will take no position on any request for attorneys' fees by Lead
2 Counsel. With the sole exception of Defendants' obligation to pay the Settlement Amount into the
3 Escrow Account as provided for in ¶9, Defendant Releasees shall have no liability for attorneys' fees,
4 an award to Lead Plaintiff, or Litigation Expenses. Any attorneys' fees awarded by the Court shall be
5 paid from the Settlement Fund to Lead Counsel within ten (10) calendar days after final approval of
6 the Settlement by the Court, notwithstanding the existence of any timely filed objections thereto, or
7 potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Lead Counsel
8 will refund to the Settlement Fund, the amount received plus accrued interest at the rate paid on the
9 Escrow Account within five (5) business days of any of following: (1) as a result of any appeal and/or
10 further proceeding on remand, or successful collateral attack, the fee or cost award is reduced or
11 reversed; (2) the award order does not become final; (3) the Settlement itself is voided by any party as
12 provided herein; or (4) the Settlement is later reversed or modified by any court.

13 20. The procedure for and the allowance or disallowance of any application for attorneys'
14 fees, award for Lead Plaintiff, and Litigation Expenses are not part of the Settlement and are to be
15 considered by the Court separately from the Court's consideration of the fairness, reasonableness and
16 adequacy of the Settlement. Any order or proceedings relating to attorneys' fees, or any appeal from
17 any order relating thereto or reversal or modification thereof, shall not operate to terminate the
18 Settlement, be a basis for setting aside the Settlement, or affect or delay the Effective Date or the
19 effectiveness or finality of the Order and Final Judgment and the release of the Settled Claims. The
20 finality of the Settlement shall not be conditioned on any ruling by the Court concerning Lead
21 Counsel's application for attorneys' fees and expenses.

22 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

23 21. Geron will accommodate reasonable requests to facilitate the administration of the
24 Settlement, such as by providing or causing to be provided to the Claims Administrator and/or Lead
25 Counsel, within five (5) business days, or as soon thereafter as is reasonably practicable, of entry of
26 an order preliminarily approving the Settlement or as soon thereafter as is reasonably practicable, a
27 list of Geron's stockholders of record during the Class Period, to the extent possessed by it or its
28 transfer agent, as appropriate for providing notice to the Class.

1 22. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share
2 of the Net Settlement Fund in accordance with ¶¶24-34 below and the Plan of Allocation.

3 23. Lead Plaintiff shall propose to the Court a Plan of Allocation pursuant to which the Net
4 Settlement Fund shall be distributed to Authorized Claimants, and shall seek approval of the Court for
5 such Plan of Allocation at the Final Fairness Hearing. Approval of the proposed Plan of Allocation
6 set forth in the Settlement Notice is not a condition to the Settlement and Effective Date. Lead Plaintiff
7 and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with
8 ¶39 or otherwise based on this Court's or any appellate court's ruling solely with respect to the Plan
9 of Allocation or any plan of allocation in the Action. Defendant Releasees shall not object in any way
10 to the Plan of Allocation, or any other plan of allocation approved by the Court in the Action.
11 Defendant Releasees have no responsibility or liability for allocation of the Net Settlement Fund.

12 24. All cash distributions to Authorized Claimants shall be from the Net Settlement Fund
13 pursuant to an approved Plan of Allocation.

14 25. To receive a cash distribution from the Net Settlement Fund, a Class Member must be
15 an Authorized Claimant pursuant to the procedures set out in this Stipulation or by order of the Court,
16 and must submit a Proof of Claim.

17 26. Lead Counsel shall be responsible for supervising the administration of the Settlement
18 and disbursement of the Net Settlement Fund subject to Court approval. No any other Defendant
19 Releasees, shall be permitted to review, contest, or object to any Proof of Claim, or any decision of
20 the Claims Administrator or Lead Counsel with respect to accepting or rejecting any claim for payment
21 by a Class Member. Lead Counsel shall have the right, but not the obligation, to waive what it deems
22 to be form or technical defects in any Proof of Claim submitted in the interests of achieving substantial
23 justice.

24 27. Each Authorized Claimant who wishes to receive a distribution from the Net Settlement
25 Fund must complete and submit a Proof of Claim (i) by first-class mail, such that it is postmarked no
26 later than the date set forth in the Notices, or (ii) so that it is actually received at the address on the
27 Proof of Claim form by the date stated in the Notices, unless that date is extended by order of the
28

1 Court. The address to which the Proof of Claim must be mailed shall be stated in the Proof of Claim
2 form itself and shall also be printed in the Notices.

3 28. The Proof of Claim must be sworn on oath or made subject to the penalties of perjury
4 pursuant to 28 U.S. C. § 1746, must be supported by such documents and other information as called
5 for in the Proof of Claim, and must be submitted by the date provided thereon. A Proof of Claim shall
6 be deemed to have been submitted when posted, if received with a postmark indicated on the envelope
7 and if mailed first-class postage prepaid and addressed in accordance with the instructions thereon,
8 provided that it is received before the motion for the Class Distribution Order is filed. In all other
9 cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims
10 Administrator.

11 29. The Proof of Claim shall be substantially in the form of Exhibit A-2 attached hereto.

12 30. The validity of each Proof of Claim filed will be initially determined by the Claims
13 Administrator in accordance with the Plan of Allocation approved by the Court. Proofs of Claim that
14 do not meet the submission requirements may be rejected. The Claims Administrator shall promptly
15 advise the claimant in writing if it determines to reject the claim. Neither Lead Counsel, nor its
16 designees or agents, nor Defendant Releasees shall have any liability arising out of such determination.
17 If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the
18 claimant must, within twenty (20) calendar days after the date of the Claims Administrator's mailing
19 of the writing rejecting the claimant's claim, serve upon the Claims Administrator a notice and
20 statement of reasons indicating the claimant's grounds for contesting the rejection along with any
21 supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a
22 claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the
23 Court for summary resolution, without any right of appeal or review. Any such claimant shall be
24 responsible for his, her or its own costs, including, without limitation, attorneys' fees, incurred in
25 pursuing any dispute. All proceedings with respect to the administration, processing and
26 determination of claims described in this Stipulation and the determination of all controversies relating
27 thereto, including disputed questions of law and fact with respect to the validity of claims, shall be
28 subject to the jurisdiction of the Court.

1 31. All initial determinations as to the validity of a Proof of Claim, the amount of any
2 claims and the calculation of the extent to which each Authorized Claimant will participate in the Net
3 Settlement Fund, the preparation and mailing of distributions to Authorized Claimants, and the
4 distribution of the Net Settlement Fund shall be made by the Claims Administrator. The
5 administration of the Net Settlement Fund, and decisions on all disputed questions of law and fact with
6 respect to the validity of any Proof of Claim or regarding the rejection or amount of any claim, shall
7 remain under the jurisdiction of the Court. All Class Members expressly waive trial by jury (to the
8 extent any such right may exist) and any right of appeal or review with respect to such determinations.
9 Defendant Releasees shall have no liability to the Class in connection with Claim determinations.

10 32. Unless otherwise ordered by the Court, any Class Member who fails to submit a valid
11 and timely Proof of Claim shall be barred from receiving a distribution from the Net Settlement Fund.
12 Any Class Member who fails to submit a valid and timely Proof of Claim shall nevertheless be bound
13 by the Release and by all proceedings, orders and judgments in the Action even if he, she or it does
14 not receive a distribution from the Net Settlement Fund and/or has pending, or subsequently initiates,
15 any litigation, arbitration or other proceeding, or has any Claim, against any or all of the Defendant
16 Releasees that is, or relates in any way to, any Settled Claim.

17 33. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims
18 Administrator only after the Effective Date and after all claims have been processed and all claimants
19 whose claims have been rejected or disallowed, in whole or in part, have been notified and provided
20 the opportunity to communicate with the Claims Administrator concerning such rejection or
21 disallowance.

22 34. Payment pursuant to the Class Distribution Order shall be final and conclusive against
23 all Class Members. All Class Members whose claims are not approved by the Court for payment shall
24 be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be
25 bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment
26 or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein
27 and therein, and will be permanently barred and enjoined from bringing any action against any and all
28 Defendant Releasees with respect to any and all of the Released Plaintiffs' Claims.

1 35. No person or entity shall have any claim against Lead Plaintiff, Lead Counsel, the
2 Claims Administrator, or any other agent designated by Lead Counsel, or the Defendant Releasees,
3 arising from distributions made substantially in accordance with the Stipulation, the Plan of
4 Allocation, or any other plan of allocation approved by the Court, or any order of the Court. Lead
5 Plaintiff and Defendants, and their respective counsel, and Lead Plaintiff's damages expert and all
6 other Releasees shall have no liability whatsoever for the investment or distribution, administration,
7 calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or
8 withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses
9 incurred in connection therewith.

10 36. Distributions will be made to Class Members after all claims have been processed and
11 after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund
12 by reason of uncashed distribution checks or otherwise, then, consistent with the Plan of Allocation
13 set forth in the Settlement Notice, after the Claims Administrator has made reasonable and diligent
14 efforts to have Class Members who are entitled to participate in the distribution of the Net
15 Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at
16 least six (6) months after the initial distribution of such funds will be used in the following fashion:
17 (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any
18 additional settlement administration fees, costs, and expenses, including those of Lead Counsel as
19 may be approved by the Court; and (c) finally, to make a second distribution to claimants who
20 cashed their checks from the initial distribution and who would receive at least \$10.00, after
21 payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement
22 Fund and in making this second distribution, if such second distribution is economically feasible.
23 These redistributions shall be repeated, if economically feasible, until the balance remaining in the
24 Net Settlement Fund is *de minimis* and such remaining balance will then be distributed to Investor
25 Protection Trust, a nation-wide non-profit organization dedicated to providing investor education
26 and advocacy.

REQUESTS FOR EXCLUSION

1
2 37. Any Class Member may seek to be excluded from the Class and the Settlement
3 provided for in this Stipulation by submitting a written request for exclusion in conformity with the
4 requirements set forth in the Notices. Any members of the Class so excluded shall not be bound by
5 the terms of the Stipulation, or be entitled to any of its benefits, and shall not be bound by the Judgment
6 and/or other order of the Court, whether pursuant to this Stipulation or otherwise.

7 38. Class Members requesting exclusion from the Class shall file a written request prior to
8 the Response Deadline that: (i) provides the name, address, telephone number, and signature of the
9 Class Member requesting exclusion; (ii) states the specific reasons for the request for exclusion,
10 including any legal and evidentiary support the Class Member wishes to bring to the Court's attention;
11 and (iii) includes documents sufficient to prove the Class Member's membership in the Class, such as
12 the number of Geron common stock purchased, acquired, and sold during the Settlement Class Period,
13 as well as the dates and prices of each such purchase, acquisition, or sale. Unless otherwise ordered
14 by the Court, any Class Member who does not submit a timely written request for exclusion as
15 provided by this section shall be bound by the Stipulation.

SUPPLEMENTAL AGREEMENT

16
17 39. Simultaneously herewith, the Settling Parties are executing a "Supplemental
18 Agreement." Unless otherwise directed by the Court, the Supplemental Agreement will not be filed
19 with the Court. The Settling Parties may, in accordance with the terms set forth in the Supplemental
20 Agreement, terminate the Settlement and this Stipulation under certain conditions set forth in the
21 Supplemental Agreement if Lead Counsel is unable to cure these conditions in accordance with the
22 terms of the Supplemental Agreement. Such election must be done in writing to the other Settling
23 Parties. If required by the Court, the Supplemental Agreement and/or any of its terms may be disclosed
24 to the Court for purposes of approval of the Settlement, but such disclosure shall be carried out to the
25 fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality
26 of the Supplemental Agreement, particularly the opt-out threshold. In the event of a termination of
27 this Settlement pursuant to the Supplemental Agreement, this Stipulation and Settlement shall become
28 null and void and of no further force and effect.

TERMS OF THE PRELIMINARY APPROVAL ORDER

1
2 40. Promptly after execution of this Stipulation, Lead Counsel shall apply to the Court for
3 entry of an order preliminarily approving settlement of the Action, substantially in the form of the
4 Preliminary Approval Order annexed hereto as Exhibit A.

TERMS OF THE JUDGMENT

5
6 41. If the Settlement contemplated by this Stipulation is approved by the Court, Lead
7 Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially
8 in the form annexed hereto as Exhibit B. The Judgment shall contain a provision barring claims for
9 contribution to the fullest extent permitted by 15 U.S.C. §78u-4(f)(7) and any other applicable law or
10 regulation, by or against Defendants. Nothing herein is intended to broaden the language of the Private
11 Securities Litigation Reform Act of 1995.

12 42. The Settlement, including the certification of the Action as a class action, is conditioned
13 upon final court approval; payment in full of the Settlement Amount; dismissal of the Action as to
14 Defendants with prejudice; and the Judgment becoming Final. Should those conditions not be met,
15 the Settlement shall be null and void.

EFFECTIVE DATE

16
17 43. The Effective Date of this Settlement shall be the first business day on which all of the
18 following shall have occurred or been waived:

- 19 a) entry of the Preliminary Approval Order, which shall be in all material
20 respects substantially in the form set forth in Exhibit A annexed hereto;
- 21 b) payment of the Settlement Amount into the Escrow Account;
- 22 c) approval by the Court of the Settlement, following notice to the Class
23 and the Final Fairness Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- 24 d) a Judgment, which shall be in all material respects substantially in the
25 form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final; or in
26 the event that the Court enters a judgment in a form other than the Judgment (“Alternative Judgment”)
27 and none of the Settling Parties elects to terminate the Settlement by reason of such variance, the
28 Alternative Judgment has become Final.

TERMINATION

1
2 44. Each of the Defendants and Lead Plaintiff shall have the right to terminate the
3 Settlement and this Stipulation by providing written notice of their election to do so (“Termination
4 Notice”) to all other parties hereto within thirty (30) calendar days of: (a) the Court’s declining to enter
5 the Preliminary Approval Order in any material respect; (b) the Court’s refusal to approve this
6 Stipulation or any part of it in any material respect; (c) the Court’s declining to enter the Judgment in
7 any material respect; (d) the date upon which the Judgment is modified or reversed in any material
8 respect by the United States Court of Appeals or the Supreme Court of the United States; or (e) in the
9 event that the Court enters an Alternative Judgment and none of the parties hereto elects to terminate
10 this Settlement, the date upon which such Alternative Judgment is modified or reversed in any material
11 respect by the United States Court of Appeals or the Supreme Court of the United States. The award
12 of attorneys’ fees, if any, to Lead Counsel is not a basis for termination of this Settlement Agreement.

13 45. In addition, as set forth in ¶39, pursuant to the terms of the Settling Parties’
14 Supplemental Agreement, Geron shall then have, in its sole discretion, the option to terminate this
15 Settlement. This option must be exercised on or before ten (10) calendar days prior to the date set by
16 the Court for the Final Fairness Hearing, or the option is waived. If Geron exercises its option to
17 terminate this Settlement, it shall provide written notice to Lead Counsel and the other Defendants.
18 The Settling Parties shall, if this option is exercised, proceed in all respects as if this Stipulation had
19 not been executed.

20 46. In addition to the rights and remedies that Lead Plaintiff has under the terms of this
21 Stipulation, Lead Plaintiff shall also have the right to terminate the Settlement in the event that the
22 Settlement Amount has not been paid in the time provided for in ¶9 above, by providing written notice
23 of the election to terminate to all other Settling Parties and, such failure to pay the settlement amount
24 is not cured within 14 calendar days of receipt of such written notice.

25 47. Except as otherwise provided herein, in the event the Settlement is terminated or fails
26 to become effective for any reason, then the Settlement shall be without prejudice and none of its terms
27 shall be effective or enforceable except as specifically provided herein, the parties to this Stipulation
28 shall be deemed to have reverted to their respective status in the Action as of November 10, 2016 and,

1 except as otherwise expressly provided, the parties in the Action shall proceed in all respects as if this
2 Stipulation and any related orders had not been entered. In such event, the fact and terms of this
3 Stipulation shall not be admissible in any trial or any other proceedings of this Action or any other
4 action or proceeding.

5 48. If the Settlement is terminated, or if the Settlement Amount, or any portion thereof, is
6 to be returned pursuant to the provisions of this Stipulation, any portion of the Settlement Amount
7 previously paid by or on behalf of Defendants, plus interest earned less any Taxes paid or due (in
8 which case the deducted funds will be used to pay such Taxes) with respect to such interest income,
9 and less any Notice and Administration Expenses actually paid or incurred up to \$250,000, shall be
10 returned to the source of such payments within ten (10) business days of the date of termination.

11 **NO ADMISSION OF WRONGDOING**

12 49. This Stipulation, whether or not consummated, and any negotiations, proceedings,
13 agreements, documents or statements relating to the Stipulation, the Settlement, and any matters
14 arising in connection with settlement negotiations, proceedings, or agreements:

15 a. shall not be admissible in any action or proceeding for any reason, other than
16 an action to enforce the terms hereof;

17 b. shall not be described as, construed as, offered or received against Defendants
18 as evidence of and/or deemed to be evidence of any presumption, concession, or admission by
19 Defendants of: the truth of any fact alleged by Lead Plaintiff; the validity of any claim that has been
20 or could have been asserted in the Action or in any litigation; the deficiency of any defense that has
21 been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault,
22 or wrongdoing of Defendants;

23 c. shall not be described as, construed as, offered or received against Lead Plaintiff
24 or any Class Members as evidence of any infirmity in the claims of said Lead Plaintiff and the Class
25 or that damages recoverable under the CAC would not have exceeded the Settlement Amount;

26 d. shall not be described as, construed as, offered or received against any of the
27 parties to this Stipulation or any of the Defendant Releasees or Plaintiff Released Parties, in any other
28 civil, criminal or administrative action or proceeding, provided, however, that (i) if it is necessary to

1 refer to this Stipulation to effectuate the provisions of this Stipulation, it may be referred to in such
2 proceedings, and (ii) if this Stipulation is approved by the Court, the Defendant Releasees may refer
3 to it to effectuate the liability protection granted to them hereunder; and

4 e. shall not be described as or construed against Defendants, Defendant Releasees
5 or the Lead Plaintiff and any Class Members as an admission or concession that the consideration to
6 be given hereunder represents the amount which could be or would have been awarded to said Lead
7 Plaintiff or Class Members after trial.

8 50. The Settling Parties agree that the United States District Court for the Northern District
9 of California has exclusive jurisdiction over this Settlement.

10 51. All of the exhibits attached hereto are hereby incorporated by reference as though fully
11 set forth herein.

12 52. If a case is commenced in respect of any of the Defendants under Title 11 of the United
13 States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and
14 in the event of the entry of a final order of a court of competent jurisdiction determining the transfer
15 of money to the Settlement Fund or any portion thereof by or on behalf of any of the Defendants to be
16 a preference, voidable transfer, fraudulent transfer or similar transaction, and any portion thereof is
17 required to be returned, and such amount is not promptly deposited to the Settlement Fund by others,
18 then, at the election of Lead Plaintiff, the Settling Parties shall jointly move the Court to vacate and
19 set aside the releases given and the Judgment entered in favor of Defendants pursuant to this
20 Stipulation, which releases and Judgment shall be null and void, and the parties shall be restored to
21 their respective positions in the litigation as of November 10, 2016, and any cash amounts in the
22 Settlement Fund shall be returned as provided above.

23 53. The Settling Parties intend the Settlement of the Action to be a final and complete
24 resolution of all disputes asserted or which could be asserted by Lead Plaintiff and Class Members
25 against Defendants with respect to the Settled Claims. Accordingly, the Settling Parties agree not to
26 assert in any forum that the Action was brought or defended in bad faith or without a reasonable basis.
27 The Settling Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of
28 Civil Procedure relating to the maintenance, defense, or settlement of the Action. The parties agree

1 that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good
2 faith by the parties, and reflect a settlement that was reached voluntarily after consultation with
3 experienced legal counsel. Lead Plaintiff and Class Members agree not to seek any additional
4 discovery of any form from any Defendant related to Settled Claims.

5 54. The Settling Parties: (a) acknowledge that it is their intent to consummate this
6 Stipulation; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
7 extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation
8 and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this
9 Stipulation. Lead Counsel and Defendants' Counsel agree to cooperate with one another in seeking
10 Court approval the Stipulation and the Settlement, and to promptly agree upon and execute all such
11 other documentation as may be reasonably required to obtain final approval of the Settlement.

12 55. This Stipulation may not be modified or amended, nor may any of its provisions be
13 waived, except by a writing signed by all parties hereto or their successors-in-interest.

14 56. The headings herein are used for the purpose of convenience only and are not meant to
15 have legal effect.

16 57. The administration and consummation of the Settlement as embodied in this Stipulation
17 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of
18 entering orders providing for awards of attorneys' fees and expenses to Lead Counsel and enforcing
19 the terms of this Stipulation.

20 58. The waiver by one party of any breach of this Stipulation by any other party shall not
21 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

22 59. This Stipulation and its exhibits constitute the entire agreement among the parties
23 hereto concerning the Settlement of the Action as against Defendants, and no representations,
24 warranties, or inducements have been made by any party hereto concerning this Stipulation and the
25 exhibits other than those contained and memorialized in such documents.

26 60. This Stipulation may be executed in one or more counterparts, including by signatures
27 transmitted by email in PDF format. All executed counterparts and each of them shall be deemed to
28

1 be one and the same instrument provided that counsel for the parties to this Stipulation shall exchange
2 among themselves original signed counterparts.

3 61. This Stipulation shall be binding upon, and inure to the benefit of, the successors and
4 assigns of the parties hereto.

5 62. The construction, interpretation, operation, effect and validity of this Stipulation, and
6 all documents necessary to effectuate it, shall be governed by the internal laws of the State of
7 California without regard to conflicts of laws, except to the extent that federal law requires that federal
8 law govern.

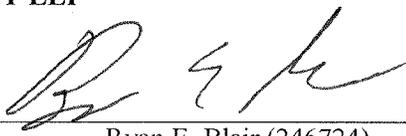
9 63. All counsel and any other Person executing this Stipulation and any of the exhibits
10 hereto, or any related settlement documents, warrant and represent that they have the full authority to
11 do so, and that they have the authority to take appropriate action required or permitted to be taken
12 pursuant to the Stipulation to effectuate its terms.

13 64. This Stipulation shall not be construed more strictly against one Settling Party than
14 another Settling Party merely by virtue of the fact that it, or any part of it, may have been prepared by
15 counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length
16 negotiations between the Settling Parties and that all Settling Parties have contributed substantially
17 and materially to the preparation of this Stipulation.

18 **IN WITNESS HEREOF**, the Settling Parties have caused this Stipulation to be executed, by
19 their duly authorized attorneys, as of March 2, 2017.

20 Dated: March 2, 2017

COOLEY LLP

21
22 By: 

23 Ryan E. Blair (246724)

24 John C. Dwyer (136533)
25 Brett De Jarnette (292919)
26 3175 Hanover Street
27 Palo Alto, CA 94304
28 Telephone: (650) 843-5000
Facsimile: (650) 849-7400

Ryan E. Blair (246724)
4401 Eastgate Mall

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San Diego, CA 92121-1909
Telephone: (858) 550-6000
Facsimile: (858) 550-6420

*Attorneys for Defendants Geron Corporation,
John A. Scarlett, Olivia K. Bloom, and Stephen M.
Kelsey*

Dated: March 2, 2017

FARUQI & FARUQI, LLP

By: 
Richard W. Gonnello

Richard W. Gonnello (admitted *pro hac vice*)
Megan M. Sullivan (admitted *pro hac vice*)
Katherine M. Lenahan (admitted *pro hac vice*)
685 Third Avenue, 26th Floor
New York, NY 10017
Telephone: (212) 983-9330
Facsimile: (212) 983-9331

Barbara Rohr SBN 273353
10866 Wilshire Boulevard, Suite 1470
Los Angeles, CA 90024
Telephone: (424) 256-2884
Facsimile: (424) 256-2885

Attorneys for Lead Plaintiff

EXHIBIT A

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

In re GERON CORPORATION SECURITIES
LITIGATION

Case No. 3:14-CV-01224-CRB

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT
AND PROVIDING FOR NOTICE**

This Document Relates To:

ALL ACTIONS

Judge: Charles R. Breyer

WHEREAS, Lead Plaintiff Vinod Patel (“Lead Plaintiff”), on behalf of all Class Members, on the one hand, and Defendants Geron Corporation (the “Company” or “Geron”), John A. Scarlett, Stephen M. Kelsey, and Olivia K. Bloom (collectively, “Defendants” and together with Lead Plaintiff, the “Settling Parties”), on the other hand, by and through their respective counsel, have entered into a Stipulation and Agreement of Settlement dated as of March 2, 2017 (the “Stipulation”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for settlement of the above captioned class action (the “Action”) and for dismissal with prejudice of the Action as against Defendants;

WHEREAS, Lead Plaintiff has made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the proposed Settlement of the Action;

WHEREAS, the Court, having read and considered the Stipulation and the exhibits annexed thereto and Lead Plaintiff’s motion for preliminary approval; and

WHEREAS, unless otherwise defined, all defined terms herein have the same meanings as set forth in the Stipulation.

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED THAT:

2 1. The Court preliminarily approves the Settlement as being fair, reasonable, and
3 adequate, subject to further consideration at a hearing to be held before this Court on
4 _____, 2017 at _____ a.m./p.m. (a date at least 100 days from the date of entry of
5 this Order) (the “Final Fairness Hearing”) to determine whether the proposed Settlement of the
6 Action on the terms and conditions provided for in the Stipulation is fair, reasonable, adequate and
7 should be approved by the Court; whether the Order and Final Judgment, attached as Exhibit B to
8 the Stipulation should be entered; whether the proposed Plan of Allocation is reasonable and
9 should be approved; whether Lead Counsel’s application for an award of attorneys’ fees and
10 expenses and an award for Lead Plaintiff should be granted; to hear any objections by Class
11 Members to the Settlement or proposed Plan of Allocation and to any award of fees and/or
12 expenses to Lead Counsel and to Lead Plaintiff; and to consider such other matters as the Court
13 may deem appropriate.

14 2. The District Court finds, preliminarily and for purposes of Settlement only, that the
15 prerequisites for a class action under Rule 23(a) and (b)(3) for the Federal Rules of Civil Procedure
16 have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all
17 members of the Class is impracticable; (b) there are questions of law and fact common to each
18 Class Member; (c) the claims of Lead Plaintiff are typical of the claims of the Class they seek to
19 represent; (d) Lead Plaintiff will fairly and adequately represent the interests of the Class; (e) the
20 questions of law and fact common to Class Members predominate over any questions affecting
21 only individual members of the Class; and (f) a class action is superior to other available methods
22 for the fair and efficient adjudication of the controversy.

23 3. Pursuant to Rule 23 of the of the Federal Rules of Civil Procedure, preliminarily
24 and for the purposes of Settlement only, Lead Plaintiff is certified as the Class Representative on
25 behalf of the Class and the Lead Counsel previously selected by Lead Plaintiff and appointed by
26 the District Court, Faruqi & Faruqi, LLP, is hereby appointed as Class Counsel.

1 4. The Class is defined as Lead Plaintiff as well as all Persons who purchased or
2 otherwise acquired Geron common stock during the Class Period and who allege to have been
3 damaged thereby. Excluded from the Class are Defendants named herein; Persons who suffered
4 no compensable losses (*e.g.*, those who purchased Geron common stock during the Class Period
5 but sold prior to any partial corrective disclosure); members of the immediate family of the
6 Individual Defendants; the officers and directors of Geron; any firm, trust, partnership,
7 corporation, officer, director, or other individual or entity in which any Defendants have a
8 controlling interest; and the legal representatives, heirs, successors-in-interest or assigns of such
9 excluded Persons. Also excluded from the Class is any Person who properly excludes himself,
10 herself, or itself by filing a valid and timely request for exclusion in accordance with the
11 requirements to be set forth in the Settlement Notice. The Class Period is defined as the period
12 from December 10, 2012 through and including March 11, 2014, both dates inclusive.

13 5. Pending final determination of whether the Settlement should be approved, each
14 Class Member is barred and enjoined from commencing, instituting, or continuing to prosecute any
15 action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum,
16 or other forum of any kind asserting any of the Settled Claims against any of the Defendant
17 Releasees.

18 6. For purposes of clarity, nothing contained herein shall release any claims asserted in
19 the actions filed in the District Court and captioned *DiLaura v. Scarlett et al.*, Lead Case No. 4:15-
20 cv-02989-CRB, *Haddock v. Scarlett et al.*, Case No. 3:15-cv-03007-CRB, and the actions filed in
21 the California Superior Court for the County of San Mateo and captioned *Oriente v. Scarlett et al.*,
22 Lead Case No. CIV528121, or *Cavel v. Scarlett et al.*, Case No. CIV535151.

23 7. The Court appoints Epiq Systems, Inc. (the “Claims Administrator”) to supervise
24 and administer the notice procedure and processing of claims pursuant to the Stipulation.

25 8. The Court approves the form of the Settlement Notice and Publication Notice,
26 attached hereto as Exhibits A-1 and A-3, respectively, and finds that the mailing and distribution
27 of the Settlement Notice and publishing of the Publication Notice meet the requirements of Rule
28

1 23 and due process, and are the best notice practicable under the circumstances and shall constitute
2 due and sufficient notice to all Persons entitled to notice.

3 9. The Claims Administrator shall cause the Settlement Notice and the Proof of Claim
4 form, substantially in the forms annexed hereto as Exhibits A-1 and A-2, respectively, to be
5 mailed, by first-class mail, postage prepaid, on or before _____, 2017 (*i.e.*, within twenty
6 (20) calendar days of the date of entry of this Order) (“Notice Date”), to all Class Members who
7 can be identified through reasonable effort. Lead Counsel shall cause the Claims Administrator to
8 publish the Settlement Notice and Proof of Claim on a website designated for the Action on the
9 Notice Date. Lead Counsel shall serve on counsel for each of the Defendants and file with the
10 Court, no later than forty (40) calendar days before the Final Fairness Hearing, proof of mailing of
11 the Settlement Notice and Proof of Claim.

12 10. The Claims Administrator shall cause the Publication Notice, substantially in the
13 form annexed hereto as Exhibit A-3, to be published once in the national edition of the *Investor’s*
14 *Business Daily* and once over *PR Newswire*, within ten (10) calendar days of the Notice Date.
15 Lead Counsel shall, no later than forty (40) calendar days before the Final Fairness Hearing, file
16 with the Court proof of publication of the Publication Notice.

17 11. The Claims Administrator shall be responsible for the receipt of all Proofs of Claim
18 and requests for exclusion and, until further order of the Court, shall preserve all Proofs of Claim
19 and requests for exclusion from any Person in response to the notice. The Claims Administrator
20 shall scan and send electronically copies of all requests for exclusion from the Settlement in .pdf
21 format (or such other format as shall be agreed) to counsel for each of the Defendants and to Lead
22 Counsel expeditiously as possible, but no later than three (3) business days, after the Claims
23 Administrator receives such requests for exclusion.

24 12. As part of their reply papers in support of their motion for final approval of the
25 Settlement, Lead Counsel will provide a list of all Persons who have requested exclusion from the
26 Class as defined in the Complaint and all of the information provided to the Claims Administrator
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1 for those Persons requesting exclusion, and shall certify that all requests for exclusion received
2 have been copied and provided to counsel for each of the Defendants and Lead Counsel.

3 13. The Claims Administrator shall use reasonable efforts to give notice to nominee
4 owners such as brokerage firms and other persons or entities who purchased or otherwise acquired
5 Geron common stock during the Settlement Class Period as record owners but not as beneficial
6 owners. Such nominees who hold or held Geron common stock for beneficial owners who are
7 members of the Class are directed (a) to provide the Claims Administrator with lists of the names
8 and last known addresses of the beneficial owners for whom they purchased or otherwise acquired
9 Geron common stock during the Settlement Class Period within seven (7) calendar days of receipt
10 of the Settlement Notice, or (b) to send the Settlement Notice and Proof of Claim to the beneficial
11 owners. If the nominee owner elects to send the Settlement Notice and Proof of Claim to the
12 beneficial owners, the nominee owner is directed (i) to request additional copies of the Settlement
13 Notice and Proof of Claim within seven (7) calendar days of receipt of the Settlement Notice, and
14 (ii) to mail the Settlement Notice and Proof of Claim within seven (7) calendar days of receipt of
15 the copies of the Settlement Notice from the Claims Administrator, and upon such mailing the
16 nominee owner shall send a statement to the Claims Administrator confirming that the mailing was
17 made as directed. Such nominee owners shall be reimbursed from the Settlement Fund, after
18 receipt by the Claims Administrator of proper documentation, for the reasonable expenses of
19 sending the Settlement Notice and Proof of Claim to the beneficial owners.

20 14. All notice and administrative expenses shall be paid as set forth in the Stipulation.

21 15. The Claims Administrator is authorized and directed to undertake the actions
22 contemplated by the Stipulation, including the payment or reimbursement of any Taxes or Tax
23 Expenses out of the Settlement Fund and the preparation of tax returns, without further order of the
24 Court.

25 16. Any Class Member who wishes to participate in the distribution(s) from the Net
26 Settlement Fund must complete and submit a Proof of Claim in accordance with the instructions
27 contained therein. Unless otherwise ordered by the Court, all Proofs of Claim must be completed
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1 and post-marked no later than seventy-five (75) calendar days from the Notice Date. Unless
2 otherwise ordered by the Court, any Class Member who does not complete and submit a valid
3 Proof of Claim within the time provided shall be barred from sharing in the distribution of the Net
4 Settlement Fund.

5 17. All eligible Persons who do not request exclusion from the Class postmarked at
6 least twenty-five (25) calendar days prior to the Final Fairness Hearing, and in the form and
7 manner set forth in the Stipulation and the Settlement Notice, will be bound by the Stipulation,
8 including, but not limited to, the releases provided therein, and by any judgment or determination
9 of the Court affecting the Class.

10 18. All eligible Persons requesting exclusion from the Class shall not be entitled to
11 receive any payment out of the Net Settlement Fund as described in the Stipulation and Settlement
12 Notice.

13 19. Any eligible member of the Class who has not requested exclusion from the Class
14 may appear at the Final Fairness Hearing to show cause why the proposed Settlement should not
15 be approved as fair, reasonable, and adequate and why a judgment should not be entered thereon;
16 provided, however, that no eligible member of the Class shall be heard or entitled to contest the
17 approval of the terms and conditions of the Settlement and the Order and Final Judgment to be
18 entered approving the same unless no later than twenty-five (25) calendar days prior to the date set
19 for the Final Fairness Hearing, such eligible Class Member has filed said objections, briefs, and
20 supporting papers (which must contain proof of all purchases and sales of Geron common stock
21 during the Settlement Class Period and price(s) paid and received) with the Clerk of the United
22 States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060,
23 San Francisco, CA 94102. Persons who intend to object to the Settlement and desire to present
24 evidence at the Final Fairness Hearing must include in their written objections the identity of any
25 witnesses they may seek to call to testify and exhibits they may seek to introduce into evidence at
26 the Final Fairness Hearing. Any party has the right to object to any testimony or other evidence
27 which a Person objecting to the Settlement seeks to introduce.

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1 20. Unless the Court otherwise directs, no Class Member or other Person shall be
2 entitled to object to the Settlement, or the Order and Final Judgment to be entered herein, or
3 otherwise be heard, except by serving and filing written objections as described above. Any
4 person who does not object in the manner prescribed above shall be deemed to have waived such
5 objection in this or any other action or proceeding and shall be bound by all the terms and
6 provisions of the Settlement and by all proceedings, orders and judgment in the Action.

7 21. Lead Counsel shall submit papers in support of final approval of the Settlement and
8 its application for an attorneys' fees and Litigation Expenses award by no later than forty (40)
9 calendar days prior to the date set for the Final Fairness Hearing. Reply papers addressing requests
10 for exclusion or objections to the Settlement, Plan of Allocation, or application for attorneys' fees
11 and Litigation Expenses, shall be due seven (7) calendar days prior to the Final Fairness Hearing.

12 22. No Defendant Releasees shall have any responsibility for any Plan of Allocation of
13 the Net Settlement Fund or any application for an attorneys' fees and Litigation Expenses award
14 submitted by Lead Counsel, and such matters will be considered separately from the fairness,
15 reasonableness, and adequacy of the Settlement. Lead Counsel shall be responsible for the
16 apportionment of fees and expenses amongst Lead Counsel.

17 23. The administration of the Settlement and the determination of all disputed questions
18 of law and fact with respect to the validity of any claim or right of any person to participate in the
19 distribution of the Net Settlement Fund shall be under the authority of this Court.

20 24. The Court retains exclusive jurisdiction over the Action to consider all further
21 matters arising out of or connected with the Settlement.

22 25. Neither the Settlement, nor any of its terms or provisions, nor any of the
23 negotiations or proceedings in connection therewith, shall be construed as an admission or
24 concession by the Defendants or any other Released Parties of the truth of any of the allegations in
25 the Action, or of any liability, fault, or wrongdoing of any kind, or as an admission by the Lead
26 Plaintiff, or any Class Members of any lack of merit of the allegations in the Action in any respect.

27 IT IS SO ORDERED.
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1 Dated: San Francisco, California
2 _____, 2017

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4 _____
5 Honorable Charles R. Breyer
6 United States District Court Judge
7 Northern District of California
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EXHIBIT A-1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re GERON CORPORATION SECURITIES
LITIGATION

Case No. 3:14-CV-01224-CRB

This Document Relates To:

ALL ACTIONS

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

If you purchased or otherwise acquired Geron Corporation common stock between December 10, 2012 through and including March 11, 2014, you might be a member of the settlement class in this action entitling you to a payment in connection with a settlement of the action.

A federal court authorized this settlement notice. This is not a solicitation from a lawyer.

- This notice (“Settlement Notice”) relates to a securities class action brought by investors who claim that the prices of Geron Corporation (“Geron” or the “Company”) common stock were inflated as a result of alleged false statements and/or misleading statements in violation of the federal securities laws.
- On _____, 2017, the Court preliminarily approved a settlement of this class action (the “Settlement”). This Settlement is with Defendants Geron, Dr. John A. Scarlett, M.D. (“Dr. Scarlett”), Dr. Stephen M. Kelsey, M.D. (“Dr. Kelsey”), and Ms. Olivia K. Bloom (“Ms. Bloom”) (collectively “Defendants”).
- The Settlement provides that Defendants will cause \$6,250,000 to be paid to the Class. After payment of attorneys’ fees, costs, and expenses, the remaining settlement proceeds will be distributed to investors who are members of the Class and who submit a timely and valid Proof of Claim and Release Form (“Proof of Claim”). Your recovery as a Class Member will depend on the timing of your purchases and sales of Geron common stock during the Class Period. Based on the information currently available to Lead Plaintiff, Lead Plaintiff estimates that if Class Members submit claims for 100% of the shares eligible for distribution, the estimated average distribution per share of common stock will be approximately \$0.08 before deduction of Court-approved fees and expenses, including the cost of notifying potential Class Members and administering claims. Historically, actual claims rates are less than 100%, which will result in higher average distributions per share.

- By submitting the enclosed Proof of Claim, you will be submitting a claim to share in the proceeds of the Settlement, unless you request to be excluded from the Settlement.
- Defendants have denied and continue to deny each and all of the claims and contentions alleged by Lead Plaintiff, as well as all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants believe the Action has no merit. Defendants deny that they made any false or misleading statements during the Class Period, that they had the state of mind required to render any of the alleged misrepresentations and omissions actionable, and that any alleged loss was caused by any alleged misrepresentations. Lead Plaintiff disputes all of the foregoing. As a result, the Settling Parties disagree on a number of issues, including, but not limited to: (i) whether Defendants violated the federal securities laws as alleged in the Complaint; and (ii) to what extent, if at all, Class Members have sustained damages, and the proper measure of damages.
- In accordance with the fee agreement between Lead Plaintiff and the attorneys who have been appointed to represent the class, Lead Counsel will ask the Court to award them a fee equal to 25% of the Settlement Amount, after deduction of Litigation Expenses, plus reimbursement of expenses incurred in prosecuting this lawsuit to be paid from the Settlement proceeds, not to exceed \$200,000. Lead Counsel also intend to ask the Court to grant the Class Representative an expense award not to exceed \$10,000 in total. If those applications are granted, Lead Plaintiff estimates that the amount of fees and costs will be approximately \$0.002 per share of common stock.¹
- Lead Plaintiff's principal reason for entering into the settlement is that it provides significant benefits to Class Members and avoids the costs of continuing the lawsuit against Defendants and the risk of smaller recovery, or no recovery at all. While expressly denying and continuing to deny all allegations of liability, fault, or wrongdoing whatsoever, Defendants' principal reason for entering into the Settlement is to eliminate the expense, risk, and uncertainty of further litigation.
- If you are a member of the Class and the Settlement is approved, your legal rights will be affected whether you act or not. Read this Settlement Notice carefully to see what your options are in connection with the Settlement.
- Lead Plaintiff and the Class are represented by Richard W. Gonnello of Faruqi & Faruqi, LLP, 685 Third Avenue, 26th Floor, New York, NY 10017 (212) 983-9330, www.faruqilaw.com.

¹ The estimated notice and claims administration costs for this Settlement, which shall be paid from the Settlement Fund, are \$250,000. The cost is only an estimate, however, as the administration has not fully commenced as of the date of this Notice. Based upon the estimate, Lead Plaintiff estimates that the notice and administration costs per share would be approximately \$0.003.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
Submit a Proof of Claim (by _____, 2017)	<p>You must submit a timely and valid Proof of Claim to share in the net proceeds of the Settlement.</p> <p>If this Settlement is approved and you are a member of the Class, you may also be entitled to receive a payment from the Settlement. You must submit a Proof of Claim to share in the Settlement’s net proceeds. A copy of the Proof of Claim is available at www.GeronCorporationSecuritiesLitigation.com. Note that no claims less than \$10.00 will be processed or paid.</p> <p>If you remain in the Class, you will be bound by the Settlement and will give up any “Released Claims” (as defined below) you may have against the Defendants and other “Defendant Releasees” (as defined below), so it is in your interest to submit a Proof of Claim.</p>
Exclude Yourself (by _____, 2017)	<p>If you exclude yourself, you will not get a payment from the Settlement and will not be bound by the Settlement.</p> <p>If you do not timely and validly request exclusion from the Class, you will be bound by any judgment entered in the Action pursuant to the Stipulation and Agreement of Settlement.</p>
Object (by _____, 2017)	<p>If you do not exclude yourself, but you wish to object to any part of the Settlement, you may write to the Court about your objections.</p>
Attend the Hearing (on _____, 2017)	<p>If you have submitted a written objection to the Settlement to the Court, you may (but do not have to) attend the hearing about the Settlement and speak to the Court about your objections.</p>

- These rights and options – and the deadlines to exercise them – are explained in this Settlement Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in any appeals. Please be patient.

[END OF COVER PAGE]

WHAT THIS NOTICE CONTAINS

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- 21. How do I tell the Court if I don't like the Settlement?
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27. Are there more details about the Settlement?

28. How do I get more information?

SPECIAL NOTICE TO BANKS, BROKERS, AND NOMINEES..... Page _

BASIC INFORMATION

1. Why am I receiving this Settlement Notice?

The Court caused this Settlement Notice to be sent to people who may have purchased or acquired Geron common stock between December 10, 2012 and March 11, 2014 (“Class Period”), both dates inclusive. The Court caused this Settlement Notice to be sent out because, if you purchased or acquired those securities during that period, you have a right to know about the proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

The purpose of this Settlement Notice is to provide you with the Proof of Claim and information regarding the deadline to submit that form if you wish to receive a payment from the Settlement.

This Settlement Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of California. The case is known as *In re Geron Corp. Sec. Litig.*, No. 3:14-CV-1224-CRB.

2. What is a class action?

In a class action, one or more plaintiffs, called lead plaintiffs or class representatives, sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the class representatives are suing are known as class members. One court resolves the issues in the case for all class members, except for those who choose to exclude themselves from the class if exclusion is permitted by applicable rules of procedure.

3. What is this lawsuit about?

This lawsuit (the “Action”) is a class action alleging violations of the federal securities laws by Geron and Geron’s Chief Executive Officer Dr. Scarlett, Chief Medical Officer Dr. Kelsey, and Chief Financial Officer Ms. Bloom. The Court has appointed Vinod Patel (“Lead

Plaintiff”) to serve as Lead Plaintiff in the Action and has appointed the law firm Faruqi & Faruqi, LLP to serve as Lead Counsel on behalf of the Class.

The Amended Class Action Complaint (“Complaint”), which was filed in the Action on September 19, 2014, alleges that Geron, Dr. Scarlett, Dr. Kelsey, and Ms. Bloom violated the Securities Exchange Act of 1934 by making three categories of false and misleading statements during the Class Period: (a) Prior to March 2013, Defendants failed to disclose the full extent of the liver abnormalities observed in patients enrolled in the Company’s phase 2a trial designed to test its telomerase inhibitor, imetelstat, in patients with Essential Thrombocythemia and Polycythemia Vera (the “ET Trial”); (b) Defendants falsely represented that the Company was continuing to follow all patients previously enrolled in the ET Trial when in fact many patients had left the ET Trial and were no longer being followed; and (c) Defendants misrepresented that imetelstat was well tolerated and did not appear to worsen over time when Defendants were not aware whether imetelstat was well tolerated or worsening in patients who had left the ET Trial because those patients were no longer being followed. As alleged in the Complaint, on March 12, 2014, the FDA placed a clinical hold on the IND for imetelstat due to the occurrence of persistent low-grade liver function test (LFT) abnormalities observed in the ET trial and the potential risk of chronic liver injury following long-term exposure to imetelstat. The FDA expressed concern about whether these LFT abnormalities are reversible. On this news, the price of Geron common stock declined \$2.71 per share, over 61%, to close at \$1.69 per share on March 12, 2014, on unusually heavy volume.

The Complaint alleges that investors who purchased or otherwise acquired Geron common stock during the Class Period suffered damages, as alleged therein.

Defendants deny that they made any false or misleading statements during the Class Period, that they had the state of mind required to render any of the alleged misrepresentations and omissions actionable, and that any alleged loss was not caused by any alleged misrepresentations.

Following the filing of the Complaint, Defendants moved to dismiss the claims asserted against them. By order dated April 15, 2015, the Court denied the motion to dismiss in part and granted it in part. While the Court allowed some of Lead Plaintiff’s claims to move forward, the Court has made no substantive determinations on the merits of the claims against Defendants.

On November 2, 2015, the Settling Parties engaged in an all-day mediation session before the Hon. Layn Phillips, which did not result in a settlement. In order to facilitate settlement, Defendants produced thousands of pages of documents to Lead Plaintiff and the parties began the initial stages of fact discovery. On August 12, 2016, Lead Plaintiff moved to certify the class, and in the middle of this process, the Settling Parties again endeavored to reach a settlement. After numerous arm’s-length negotiations with the help of Hon. Phillips, the Settling Parties were able to come to an agreement in principle on November 11, 2016.

4. What should I do if my address changes, or if this Settlement Notice was sent to the wrong address?

If this Settlement Notice was sent to you at the wrong address, or if your address changes in the future, please send prompt written notification of your correct address to the Claims Administrator at the following address:

Geron Corporation Securities Litigation
c/o Claims Administrator
P.O. Box 4153
Portland, OR 97208-4153

5. How do I know whether I am part of the Settlement?

The Court has preliminarily certified for purposes of the Settlement a class that consists of, subject to certain exceptions identified below, the following individuals and entities:

Lead Plaintiff as well as all persons who purchased or otherwise acquired Geron common stock during the period between December 10, 2012 and March 11, 2014, both dates inclusive, and who allege to have been damaged thereby.

6. Are there exceptions to being included?

Yes. Excluded from the Class are (a) persons who suffered no compensable losses, e.g., those who purchased Geron common stock during the Class Period but sold prior to any partial corrective disclosure; (b) Defendants; (c) members of the immediate family of the individual Defendants; (d) the officers and directors of Geron; (e) any firm, trust, partnership, corporation, officer, directors, or other individual or entity in which any Defendants have a controlling interest; and (f) the legal representatives, heirs, successors, and assigns of such excluded parties.

Also excluded from the Class are any persons or entities who exclude themselves by submitting a timely request for exclusion in accordance with the requirements set forth in this Settlement Notice.

7. I'm still not sure whether I am included.

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Claims Administrator toll free at 1-844-299-2263, or write to the Claims Administrator at the address stated in the answer to Question #4 above.

SUMMARY OF SETTLEMENT

8. How and when was the Settlement reached?

Lead Plaintiff reached an agreement-in-principle with Defendants regarding the

Settlement on November 11, 2016. Thereafter, Lead Plaintiff and Defendants executed a Stipulation and Agreement of Settlement (the “Stipulation”) to formalize their agreement.

The Settlement was reached after arm’s-length negotiations between Lead Counsel and counsel for Defendants, and only after Lead Counsel had: (a) conducted a lengthy investigation into the facts alleged in the Action; (b) drafted an amended complaint; (c) briefed a motion to dismiss and received a Court order denying in part the motion; (d) reviewed thousands of pages of documents produced by Defendants; (e) conducted a mediation with Defendants followed by several months of protracted settlement negotiations; (f) researched the applicable law with respect to the Class’s claims against Defendants and the potential defenses thereto; (g) participated in the initial stages of fact discovery; (h) filed a motion for class certification; and (i) consulted with economic and medical experts regarding the facts of the case.

9. What does the Settlement provide?

In the Settlement, Defendants agree to cause \$6,250,000 to be paid to the Class (the “Settlement Amount”). The Settlement Amount is to be paid into escrow within twenty (20) calendar days after the Court’s preliminary approval of the Settlement.

The Settlement shall become effective when and if each of the following conditions is met: (a) the Court has entered a final judgment approving the Settlement, and (b) any appeals from that judgment have been finally resolved, or the time has expired in which to file such appeals (the “Effective Date”).

If the Settlement is approved by the Court, then as of the Effective Date of the Settlement all members of the Class will be deemed to have released all claims against the Defendant Releasees (as defined below) that arise out of or relate to the allegations in the Complaint. This means that, upon the Effective Date, all Class Members will be permanently barred from asserting any of the claims described above against Defendants. In addition, upon the Effective Date, Defendants will be precluded from suing the Lead Plaintiff, members of the Class, or Lead Counsel in connection with the Action.

10. What are the reasons for the Settlement?

Lead Plaintiff agreed to the Settlement because of the substantial monetary benefit it will provide to the Class, compared to the risk that recovery might not be achieved after a contested trial. Further discovery in this matter, including extensive document review and witness depositions, would be time consuming and costly. Additional litigation of this Action would take several years and the outcome of summary judgment or a trial is uncertain. As well, Defendants might appeal the verdict, resulting in further uncertainty and delay.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Lead Plaintiff, as well as all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants believe the Action has no merit. Defendants deny that they made any false or misleading statements during the Class Period, that they had the state of mind required to

render any of the alleged misrepresentations and omissions actionable, and that any alleged loss was caused by any alleged misrepresentations. Defendants agreed to the Settlement to settle and terminate all existing or potential claims against them, and to eliminate the expense, risk, and uncertainty of further litigation.

11. What is the potential outcome of the lawsuit absent the Settlement?

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Lead Plaintiff, as well as all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants believe the Action has no merit. Defendants deny that they made any false or misleading statements during the Class Period, that they had the state of mind required to render any of the alleged misrepresentations and omissions actionable, and that any alleged loss was caused by any alleged misrepresentations. Lead Plaintiff disputes all of the foregoing. As a result, the parties disagree on a number of issues, including, but not limited to: (a) whether Defendants engaged in conduct that would give rise to liability under the federal securities laws; (b) whether Defendants have valid defenses to the claims against them; and (c) the amount, if any, by which the price of Geron common stock was artificially inflated as a result of Defendants' alleged violations of the federal securities laws.

Accordingly, one potential outcome of the lawsuit absent the Settlement is that Defendants could prevail in full on a motion for summary judgment and the case could be dismissed in its entirety without any recovery for the Class. Similarly, Defendants could prevail at trial and there could be no recovery for the Class. Alternatively, Lead Plaintiff could prevail on some or all claims and the damages could be greater or lesser than the Settlement Amount.

THE SETTLEMENT BENEFITS – WHAT YOU GET

12. How much will payment be?

The Plan of Allocation set forth below explains how each Class Member's "Recognized Loss" will be calculated. The amounts to be distributed to individual Class Members will depend on a variety of factors, including: (i) the number of other Class Members who submit valid Proofs of Claim; (ii) the amount of Geron common stock you purchased; (iii) the prices and dates of those purchases; (iv) and the prices and dates of any sales of your Geron common stock. The manner of dividing the Settlement proceeds has not yet been determined. Depending upon which securities you purchased and the timing of your transactions, you may be entitled to recover all, none, or only some of the claims asserted in the Complaint.

The amount to be distributed to Class Members on a per share basis will depend on future Court proceedings and factual and legal analysis, and it is therefore only possible to make an approximate estimate of the amount of any such distribution at the present time. At the Final Fairness Hearing, Lead Plaintiff will seek final Court approval of the below Plan of Allocation that will govern calculation of Class Members' individual distributions.

Proposed Plan of Allocation of the Net Settlement Fund Among Class Members

The Plan of Allocation was created with the assistance of a consulting damages expert, and reflects the allegation, made by Lead Plaintiff and denied by Defendants, that the price of Geron common stock was artificially inflated throughout the Class Period. The estimated alleged artificial inflation in the price of Geron common stock is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Geron common stock during the Class Period is based on certain misrepresentations alleged by Lead Plaintiff and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Lead Plaintiff.

Federal securities laws allow investors to recover for losses caused by disclosures which corrected Defendants' previous allegedly misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Geron common stock purchased or otherwise acquired during the Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. Lead Plaintiff and Lead Counsel have determined that such price declines occurred on: March 13, 2013 and March 12, 2014 which Lead Plaintiff alleges are due to the disclosure of information which corrected an allegedly misleading statement or omission (the "Corrective Disclosures"). Accordingly, if Geron common stock was sold before March 13, 2013, (the earliest Corrective Disclosure date), the Recognized Loss for such stock is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if Geron common stock was purchased on or after March 13, 2013 and subsequently sold prior to March 12, 2014, the Recognized Loss for such stock is \$0.00.

Table 1		
Alleged Artificial Inflation in Geron Common Stock²		
From	To	Per-Share Price Inflation*
December 10, 2012	March 12, 2013	\$2.71
March 13, 2013	March 11, 2014	\$2.59
March 12, 2014	Thereafter	\$0.00

* If the alleged price inflation reflected in Table 1 exceeds the purchase price paid for shares of Geron common stock, then the alleged price inflation shall be equal to the purchase price paid for such shares of Geron common stock, excluding all fees, taxes and commissions.

The "90-day lookback" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for Geron common stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Geron common stock purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for such stock and the average price of Geron common stock during the 90-Day Lookback Period. The Recognized Loss on

² Any transactions in Geron common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Geron common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and the rolling average price of the Geron common stock during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to \$0.00.

Calculation of Recognized Loss Per Share of Geron Common Stock

For each share of Geron common stock purchased or otherwise acquired during the Class Period (*i.e.*, December 10, 2012 through March 11, 2014, inclusive), the Recognized Loss per share shall be calculated as follows:

- i. For each share of Geron common stock that was purchased during the period December 10, 2012 through March 11, 2014, inclusive, that was subsequently sold prior to March 12, 2014, the Recognized Loss per share is: the amount of per-share price inflation on the date of purchase as appears in Table 1 above, *minus* the amount of per-share price inflation on the date of sale as appears in Table 1 above.
- ii. For each share of Geron common stock that was purchased during the period December 10, 2012 through March 11, 2014, inclusive, that was subsequently sold during the period March 12, 2014 through June 9, 2014, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - b. the per-share purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iii. For each share of Geron common stock that was purchased during the period December 10, 2012 through March 11, 2014, inclusive, and still held as of the close of the U.S. financial markets on June 9, 2014, the Recognized Loss per share is *the lesser of*:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - b. the per-share purchase price *minus* the average closing price for Geron common stock during the 90-Day Lookback Period, which is \$1.88.

Table 2					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
3/12/2014	\$1.60	4/10/2014	\$1.93	5/12/2014	\$1.87
3/13/2014	\$1.64	4/11/2014	\$1.92	5/13/2014	\$1.87
3/14/2014	\$1.67	4/14/2014	\$1.91	5/14/2014	\$1.87
3/17/2014	\$1.67	4/15/2014	\$1.91	5/15/2014	\$1.86
3/18/2014	\$1.81	4/16/2014	\$1.91	5/16/2014	\$1.86
3/19/2014	\$1.87	4/17/2014	\$1.90	5/19/2014	\$1.86
3/20/2014	\$1.90	4/21/2014	\$1.90	5/20/2014	\$1.86
3/21/2014	\$1.92	4/22/2014	\$1.91	5/21/2014	\$1.86
3/24/2014	\$1.95	4/23/2014	\$1.90	5/22/2014	\$1.86
3/25/2014	\$1.96	4/24/2014	\$1.91	5/23/2014	\$1.86
3/26/2014	\$1.95	4/25/2014	\$1.90	5/27/2014	\$1.87
3/27/2014	\$1.95	4/28/2014	\$1.90	5/28/2014	\$1.87
3/28/2014	\$1.95	4/29/2014	\$1.90	5/29/2014	\$1.87
3/31/2014	\$1.95	4/30/2014	\$1.90	5/30/2014	\$1.87
4/1/2014	\$1.95	5/1/2014	\$1.90	6/2/2014	\$1.87
4/2/2014	\$1.95	5/2/2014	\$1.89	6/3/2014	\$1.87
4/3/2014	\$1.95	5/5/2014	\$1.89	6/4/2014	\$1.87
4/4/2014	\$1.94	5/6/2014	\$1.88	6/5/2014	\$1.87
4/7/2014	\$1.93	5/7/2014	\$1.88	6/6/2014	\$1.87
4/8/2014	\$1.93	5/8/2014	\$1.87	6/9/2014	\$1.88
4/9/2014	\$1.93	5/9/2014	\$1.87		

Instructions Applicable To all Claimants

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible securities that participate in the Settlement, and when those securities were purchased and sold. The number of claimants who send in claims varies widely from case to case.

A purchase or sale of Geron common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.
 Acquisition by Gift, Inheritance, or Operation of Law: If a Class Member acquired Geron common stock during the Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that Geron common stock was originally purchased prior to commencement of the Class Period, the Recognized Loss for that acquisition shall be deemed to be \$0.00.

The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Geron common stock held immediately prior to the start of the Class Period and then against the purchases of Geron common stock during the Class Period.

The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is \$0.00. In the event that a claimant has an opening short position in Geron common stock, the earliest Class Period purchases shall be matched against such opening short position and will not be entitled to a recovery until that short position is fully covered.

With respect to Geron common stock purchased or sold through the exercise of an option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the closing price of Geron common stock on the date of exercise of the option. Any Recognized Loss arising from purchases of Geron common stock acquired during the Class Period through the exercise of an option on Geron common stock³ shall be computed as provided for other purchases of Geron common stock in the Plan of Allocation.

A Recognized Loss will be calculated as defined herein and cannot be less than \$0.00. The Claims Administrator shall allocate to each Class Member a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Class Members (see the Plan of Allocation for additional details). No distribution will be made to Class Members who would otherwise receive a distribution of less than \$10.00. Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the Final Judgment and Order of Dismissal with Prejudice dismissing this Action will nevertheless bind Class Members who do not submit a request for exclusion and/or submit an acceptable Proof of Claim.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims-administration process, to decide the issue by submitting a written request.

Payment according to the Plan of Allocation will be deemed conclusive against all Class Members. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff’s damages expert, Defendant Releasees or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Defendant Releasees and all other Released Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiff and Lead Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Class Members after all claims have been processed and

³ This shall include (1) purchases of Geron common stock as the result of the exercise of a call option, and (2) purchases of Geron common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be distributed to Investor Protection Trust, a nation-wide non-profit organization dedicated to providing investor education and advocacy.

HOW TO GET A PAYMENT

13. What do I have to do to receive a share of the Settlement?

To qualify for a settlement payment from the proceeds of the Settlement, you **must** send in a Proof of Claim. A Proof of Claim is enclosed with this Settlement Notice. You also may get a Proof of Claim on the internet at www.GeronCorporationSecuritiesLitigation.com, or by calling the Claims Administrator. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign the form, and mail it postmarked no later than _____, 2017.

14. When will I receive my payment?

Lead Plaintiff does not anticipate being able to distribute the Settlement proceeds to members of the Class until at least a year from now. Distribution may be delayed in the interest of the Class in order to minimize the number and cost of distributions during the course of the Action.

Any Settlement payments from the net Settlement proceeds are also contingent upon the Court approving the Settlement and on such approval becoming final and no longer subject to any appeals.

The Net Settlement Fund will be kept in an interest-bearing account until it is ready for distribution, and the accrued interest will be added to the principal that will be distributed to the Settlement Class.

15. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain a Settlement Class Member, and that means

that, if the Settlement is approved, you will give up all “Settled Claims” (as defined below), including all “Unknown Claims” (as defined below), against the “Defendant Releasees” (as defined below):

- “Defendant Releasees” means (1) Defendants, (2) Defendants’ Counsel, (3) with regard to Geron all past or present subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, accountants, investment bankers, commercial bankers, shareholders, underwriters, financial or investment advisors, trustees, partners, limited partners, controlling shareholders, joint venturers, co-developers, collaborators, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers, co-insurers, and reinsurers; (4) with regard to Dr. John A. Scarlett, M.D., Ms. Olivia K. Bloom, and Dr. Stephen M. Kelsey, M.D., each such individual’s spouses, marital communities, immediate family members, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns or other individual or entity in which any of Dr. Scarlett, Ms. Bloom, and Dr. Kelsey has a controlling interest, and each and all of their respective past or present subsidiaries, divisions, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, trusts, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, accountants, advisors, insurers, co-insurers, and re-insurers; and each of Dr. Scarlett, Ms. Bloom, and Dr. Kelsey’s present and former attorneys, legal representatives, insurers, and assigns in connection with the Action.
- “Settled Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including both known and Unknown Claims) against Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of Geron common stock during the Class Period.
- “Unknown Claims” means any and all Settled Claims which Lead Plaintiff in the Action or any Class Member does not know to exist in his, her, or its favor at the time of the release of Defendant Releasees, and any Defendants’ Claims which Defendants did not know to exist in their favor at the time of the release of the Released Plaintiff Parties, which if known might have affected the decision to enter into the Settlement or the decision not to object to the Settlement. With respect to any and all Settled Claims and Defendants’ Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Judgment

shall have, expressly waived the provisions, rights and benefits of Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Defendants’ Claims was separately bargained for and was a key element of this Settlement.

If you remain a member of the Class, all of the Court’s orders will apply to you and legally bind you. You will be bound by the releases whether or not you submit a Proof of Claim and/or receive a payment under the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. What if I want to be excluded from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Claims Administrator saying that you want to be excluded from *In re Geron Corp. Sec. Litig.*, No 3:14-CV-1224-CRB. Be sure to include your name, address, telephone number; the last four digits of your Social Security Number or Taxpayer Identification Number; a list stating the number of shares of Geron common stock purchased and sold between December 10, 2012 and March 11, 2014, and the dates and prices of each purchase and sale; as well as your signature. Mail your exclusion request postmarked no later than _____, 2017, to:

Geron Corporation Securities Litigation

c/o Claims Administrator
P.O. Box 4153
Portland, OR 97208-4153

If you request exclusion on behalf of any person or entity other than yourself (such as, for example, a trust, a minor, or a pension fund), you also must state the basis of your legal authority to make a request for exclusion on behalf of that person or entity.

You cannot exclude yourself on the phone or by e-mail. If you do not follow the above procedures – including meeting the postmark deadline – you will not be excluded from the Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement. You must exclude yourself even if you already have a pending case against Defendants based on the claims being released.

If you ask to be excluded, you will not get any payment from the Settlement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit. You might be able to sue Defendants in the future.

17. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

18. If I exclude myself, can I get money from the Stipulation?

No. Only Class Members who do not exclude themselves will be eligible to recover money in the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the law firm of Faruqi & Faruqi, LLP as Lead Counsel to represent Lead Plaintiff and all other Settlement Class Members in the Action. If you have any questions about the proposed Settlement, you may contact Lead Counsel as follows: Richard W. Gonnello, Faruqi & Faruqi, LLP, 685 Third Avenue, 26th Floor, New York, NY 10017.

If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

You will be not charged directly for the fees or expenses of the Lead Counsel appointed by the Court. Instead, those lawyers may apply to the Court for payment of fees and expenses out of the proceeds of any recoveries achieved in the Action.

When this case began, Lead Plaintiff negotiated a fee agreement with Lead Counsel which permits Lead Counsel to apply for fees of up to 33.33% of any recovery achieved by the Class plus out of pocket expenses. For the Settlement, Lead Counsel intends to request a fee of 25% of the Settlement Amount, after deduction of Litigation Expenses, plus reimbursement of out-of-pocket expenses. The fees would pay the lawyers for investigating the facts, actively litigating the case for the past three years, and negotiating the Settlement.

OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS' FEES

21. How do I tell the Court that I don't like the Settlement?

If you are member of the Class and you do not exclude yourself, you can object to the Settlement or any part of it, including Lead Counsel's application for attorneys' fees, and give reasons why you think the Court should not approve it. Please note, the Court may not change or modify the terms of the Settlement, it may only approve or deny the Settlement in its entirety. To object, you must send a letter or other filing saying that you object to the proposed Settlement and/or the attorneys' fee application in *In re Geron Corp. Sec. Litig.*, No 3:14-CV-1224-CRB. Be sure to include your name, address, telephone number, signature, and the reasons for your objection, as well as a list of your purchases and sales of Geron common stock made during the Class Period, including the dates, the number of securities purchased or sold, the price(s) paid or received per security for each such purchase or sale, and whether you continue to hold the securities at the time your objection is submitted. Your written objection must be filed with the Clerk of the United States District Court for the Northern District of California, postmarked no later than _____, 2017. The address is:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

Any member of the Class who does not object in the manner provided above will be deemed to have waived all objections to the Settlement and to Lead Counsel's application for attorneys' fees.

22. What's the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class Member.

Excluding yourself is telling the Court that you do not want to be part of the Class for purposes of the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you do not exclude yourself, you will be bound by the Settlement and all orders and judgments entered by the Court regarding the Settlement, regardless of

whether the Court accepts or denies your objection.

23. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a hearing on the proposed Settlement for _____, 2017 at _____ a.m./p.m., before the Honorable Charles R. Breyer in Courtroom 6, 17th Floor, in the U.S. District Court for the Northern District of California, United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA, 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will consider Lead Counsel’s application for attorneys’ fees. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement.

Please note that the date of the Court hearing is subject to change without further notice. If you plan to attend the hearing, you should check with Lead Counsel to be sure no change to the date and time of the hearing has been made.

24. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection so it was received by the deadline, it will be before the Court when the Court considers whether to approve the Settlement. You may also pay your own lawyer to attend the hearing, but attendance is not necessary.

25. May I speak at the hearing?

If you are a Class Member who has not asked to be excluded from the Class, you may ask the Court for permission to speak at the hearing. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in *In re Geron Corp. Sec. Litig.*, No. 3:14-CV-1224-CRB” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Clerk of the Court and sent to the counsel listed above in the answer to Question #19, postmarked no later than _____, 2017. You cannot speak at the hearing if you have asked to be excluded from the Class.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing in response to this Settlement Notice, you will remain a member of the Class and will be bound by the Settlement. You will not be able to start, continue, or be part of any other lawsuit or arbitration against Defendants based on the claims in the Action. If you do not submit a Proof of Claim, you will not receive a payment from the Settlement.

GETTING MORE INFORMATION

27. Are there more details about the Settlement?

This Settlement Notice contains only a summary of the proposed Settlement. The complete Settlement is set out in the Stipulation. You may request a copy of the Stipulation in writing to *Geron Corporation Securities Litigation*, c/o Claims Administrator, P.O. Box 4153, Portland, OR 97208-4153. There may be a charge for copying and mailing the Stipulation. Copies of the Stipulation may be obtained for free at www.GeronCorporationSecuritiesLitigation.com. All capitalized terms not otherwise defined in this Settlement Notice are defined in the Stipulation.

28. How do I get more information?

You can also call the Claims Administrator toll free at 1-844-299-2263, write to the Claims Administrator at the above address, e-mail the Claims Administrator at questions@GeronCorporationSecuritiesLitigation.com or visit the website at www.GeronCorporationSecuritiesLitigation.com, where you will find a copy of the Stipulation, the Complaint, and certain other documents relating to the Action and the Settlement. Anyone interested in more detail regarding the Action is invited to visit the Office of the Clerk of the United States District Court for the Northern District of California at the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA, 94102, during regular business hours, or by accessing the court docket in this Action through the Court's Public Access to Court Electronic Records system ("PACER") at <https://ecf.cand.uscourts.gov> to review the Stipulation, the pleadings, and the other papers maintained there in Case No. 3:14-cv-01224-CRB.

SPECIAL NOTICE TO BANKS, BROKERS, AND NOMINEES

You are a nominee owner, such as brokerage firms, if you purchased or otherwise acquired Geron common stock during the Class Period as a record owner but not as beneficial owner. Such nominees who hold or held Geron common stock for beneficial owners who are members of the Class are directed (a) to provide the Claims Administrator with lists of the names and last known addresses of the beneficial owners for whom they purchased or otherwise acquired Geron common stock during the Class Period within seven (7) calendar days of receipt of the Settlement Notice, or (b) to send the Settlement Notice and Proof of Claim to the beneficial owners. If the nominee owner elects to send the Settlement Notice and Proof of Claim to the beneficial owners, the nominee owner is directed (i) to request additional copies of the Settlement Notice and Proof of Claim within seven (7) calendar days of receipt of the Settlement Notice, and (ii) to mail the Settlement Notice and Proof of Claim within seven (7) calendar days of receipt of the copies of the Settlement Notice from the Claims Administrator, and upon such mailing the nominee owner shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Such nominee owners shall be reimbursed from the Settlement Fund, after receipt by the Claims Administrator of proper documentation, for the reasonable expenses of sending the Settlement Notice and Proof of Claim to the beneficial owners.

Dated: _____

BY ORDER OF THE COURT

Hon. Charles R. Breyer
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT A-2

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

In re GERON CORPORATION SECURITIES
LITIGATION

Case No. 3:14-CV-01224-CRB

This Document Relates To:

ALL ACTIONS

PROOF OF CLAIM AND RELEASE FORM

GENERAL INSTRUCTIONS

To recover as a Class Member based on your claims in the action entitled *In re Geron Corporation Securities Litigation*, No. 3:14-CV-1224-CRB (the “Action”), you must complete and sign this Proof of Claim and Release Form.

If you fail to submit a timely and properly addressed Proof of Claim and Release Form, your claims may be rejected and you may not receive any recovery from the Settlement Fund created in connection with the proposed Settlement. Submission of this Proof of Claim and Release Form, however, does not assure that you will share in proceeds of the Settlement of the Action.

YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND
RELEASE FORM POSTMARKED ON OR BEFORE _____, 2017, ADDRESSED

AS FOLLOWS:

Geron Corporation Securities Litigation
c/o Claims Administrator
P.O. Box 4153
Portland, OR 97208-4153

If you are NOT a Class Member (as defined in the Notice of Pendency and Settlement of Class Action (“Settlement Notice”)), DO NOT submit a Proof of Claim and Release Form. Also, NOTE THAT CLAIMS CALCULATING TO AN AWARD LESS THAN \$10.00 WILL **NOT** BE PAID.

If you are a Class Member and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired Geron Corporation (“Geron”) common stock, you are the beneficial purchaser as well as the record purchaser. If however, you purchased or otherwise acquired Geron common stock that were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE GERON COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim and Release Form on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying

the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

CLAIM FORM

Use Part II of the form entitled “Schedule of Transactions in Geron Common Stock” to supply all required details of your transaction(s) in Geron common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions of Geron common stock which took place at any time from December 10, 2012 to June 9, 2014, both dates inclusive, and all of your sales of Geron common stock which took place at any time from December 10, 2012 to June 9, 2014, both dates inclusive.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

Copies of broker confirmations or other documentation of your transactions in Geron common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested to, submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim and Release Form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-844-299-2263 or visit their website at www.GeronCorporationSecuritiesLitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims

Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

IN RE GERON CORPORATION SECURITIES LITIGATION

No. 3:14-CV-01224-CRB

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than: _____, 2017

Please Type or Print

PART I: CLAIM IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Joint Beneficial Owner's Name (if applicable)

Entity Name and Representative (if applicable)

Account Number

Street Address

City

State or Province

Zip Code or Postal Code

Country

Last Four Digits of Social Security Number or Taxpayer Identification Number

Telephone Number

E-mail Address

Custodian Name (if different from beneficial owner listed above)

Individual

IRA

Corporation/Other

Trust

PART II: SCHEDULE OF TRANSACTIONS IN GERON COMMON STOCK

Number of shares of Geron common stock held at the close of trading on December 9, 2012: _____

Purchases or acquisitions of Geron common stock (December 10, 2012 – June 9, 2014, inclusive):

Trade date Month/Day/Year	Number of shares purchased or acquired	Purchase price per share	Total purchase or acquisition price
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.

Sales of Geron common stock (December 10, 2012 – June 9, 2014, inclusive):

Trade date Month/Day/Year	Number of shares sold	Sale price per share	Total sales price
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.

Number of shares of Geron common stock held at the close of trading on June 9, 2014:

_____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page. NOTE THAT CLAIMS CALCULATING TO AN AWARD AMOUNT LESS THAN \$10.00 WILL NOT BE PAID.

YOU MUST READ AND SIGN THE RELEASE BELOW. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

I (We) submit this Proof of Claim and Release Form under the terms of the Stipulation described in the Settlement Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support

this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Geron common stock during the Class Period and know of no other person having done so on my (our) behalf.

RELEASE

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Settled Claims each and all of the “Defendant Releasees,” defined as (1) Defendants, (2) Defendants’ Counsel, (3) with regard to Geron all past or present subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, accountants, investment bankers, commercial bankers, shareholders, underwriters, financial or investment advisors, trustees, partners, limited partners, controlling shareholders, joint venturers, co-developers, collaborators, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers, co-insurers, and reinsurers; (4) with regard to Dr. John A. Scarlett, M.D., Ms. Olivia K. Bloom, and Dr. Stephen M. Kelsey, M.D., each such individual’s spouses, marital communities, immediate family members, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns or other individual or entity in which any of Dr. Scarlett, Ms. Bloom, and Dr. Kelsey has a controlling interest, and each and all of their respective past or present subsidiaries, divisions, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, trusts, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, accountants, advisors, insurers, co-insurers, and re-insurers; and each of Dr. Scarlett, Ms. Bloom, and Dr. Kelsey’s present and former attorneys, legal representatives, insurers, and assigns in connection with the Action.

“Settled Claims” means any and all claims, rights, demands, obligations, controversies,

debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including both known and Unknown Claims) against Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of Geron common stock during the Class Period.

“Unknown Claims” means any and all Settled Claims which Lead Plaintiff in the Action or any Class Member does not know to exist in his, her, or its favor at the time of the release of Defendant Releasees, and any Defendants' Claims which Defendants did not know to exist in their favor at the time of the release of the Released Plaintiff Parties, which if known might have affected the decision to enter into the Settlement or the decision not to object to the Settlement. With respect to any and all Settled Claims and Defendants' Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights and benefits of Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions,

rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Defendants’ Claims was separately bargained for and was a key element of this Settlement.

This release shall be of no force or effect unless and until the Court approves the Settlement and the Stipulation becomes effective.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any rights or claims released pursuant to this release or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Geron common stock which are the subject of this claim, and which occurred during the Class Period.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release Form by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____.

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., beneficial purchaser, executor, or administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

REMINDER CHECKLIST:

1. Please sign the above release.
2. Remember to attach supporting documentation, if available.
3. Keep a copy of your Proof of Claim and Release Form and all supporting documentation for your records.
4. If you desire an acknowledgement of receipt of your Proof of Claim and Release Form, please send it Certified Mail, Return Receipt Requested.

EXHIBIT A-3

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF GERON CORPORATION (“GERON”) FROM DECEMBER 10, 2012 THROUGH AND INCLUDING MARCH 11, 2014 (“CLASS”).

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of California, that a hearing will be held on _____, 2017 at _____ a.m./p.m., before the Honorable Charles R. Breyer, at the United States Courthouse, 450 Golden Gate Avenue, Courtroom 6—17th Floor, San Francisco, CA 94102, for the purpose of determining (1) whether the proposed settlement of the claims in the Action for the principal amount of \$6,250,000 for the Class should be approved by the Court as fair, just, reasonable, and adequate; (2) whether a Final Judgment and Order of Dismissal with prejudice should be entered by the Court dismissing the Action with prejudice; (3) whether the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys’ fees in the amount of 25% of the Settlement Fund, less Litigation Expenses, and an award to the Class Representative not to exceed \$10,000, and expenses not to exceed \$200,000 should be approved.

IF YOU PURCHASED OR ACQUIRED GERON COMMON STOCK DURING THE PERIOD FROM DECEMBER 10, 2012 THROUGH AND INCLUDING MARCH 11, 2014, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

You may obtain copies of a detailed Notice of Pendency and Settlement of Class Action (“Settlement Notice”) and a copy of the Proof of Claim and Release form by writing to *Geron Corporation Securities Litigation*, c/o Claims Administrator, P.O. Box 4153, Portland, OR 97208-4153, visiting the website www.GeronCorporationSecuritiesLitigation.com, e-mailing the Claims Administrator at questions@GeronCorporationSecuritiesLitigation.com, or calling the Claims Administrator toll free at 1-844-299-2263. Inquiries other than requests for the above-referenced documents may also be made to Plaintiff’s Lead Counsel:

Richard W. Gonnello
FARUQI & FARUQI, LLP
685 Third Avenue
26th Floor
New York, NY 10017

If you are a Class Member, in order to share in the distribution of the Settlement Fund, you must submit a Proof of Claim and Release form postmarked no later than _____, 2017, establishing that you are entitled to recovery. NOTE THAT NO CLAIMS LESS THAN \$10.00 WILL BE PROCESSED OR PAID.

If you purchased or otherwise acquired GERON common stock (NASDAQ: GERN) and you desire to be excluded from the Class, you must submit a request for exclusion postmarked no later than _____, 2017, in the manner and form explained in the detailed Settlement Notice referred to above. All Class Members who do not timely and validly request exclusions from the Class will be bound by any judgment entered in the Action pursuant to the Stipulation and Agreement of Settlement.

Any objection to the Settlement must be mailed to the Clerk of the United States District Court for the Northern District of California at the address below and postmarked no later than _____, 2017:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Lead Counsel at the address listed above.

DATED: _____, 2017

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT B

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

In re GERON CORPORATION SECURITIES
LITIGATION

Case No. 3:14-CV-01224-CRB

**[PROPOSED] FINAL ORDER AND
JUDGMENT OF DISMISSAL WITH
PREJUDICE**

This Document Relates To:

ALL ACTIONS

Judge: Charles R. Breyer

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (the “Preliminary Order”), dated _____, 2017, on the application of Lead Plaintiff Vinod Patel (“Lead Plaintiff”), on behalf of the Class, on the one hand, and Geron Corporation (the “Company” or “Geron”), John A. Scarlett, Stephen M. Kelsey, and Olivia K. Bloom (collectively, “Defendants” and, together with Lead Plaintiff, the “Settling Parties”) for approval of the class settlement set forth in the Stipulation and Agreement of Settlement (“Stipulation”), dated as of March 2, 2017 between the Settling Parties. Due and adequate notice has been given to the Class as required in the Preliminary Order, and the Court, having considered all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **HEREBY ORDERS, ADJUDGES, AND DECREES THAT:**

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. This Court has jurisdiction to enter this Judgment. This Court has jurisdiction over the subject matter of the Action and over the Settling Parties to the Action, including all Class Members.

1 3. The Court finds, for purposes of Settlement only, that the prerequisites for a class
2 action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in
3 that: (a) the number of Class Members is so numerous that joinder of all members of the Class is
4 impracticable; (b) there are questions of law and fact common to each of the Class Members; (c) the
5 claims of Lead Plaintiff are typical of the claims of the Class they seek to represent; (d) Lead
6 Plaintiff will fairly and adequately represent the interests of the Class; (e) the questions of law and
7 fact common to the members of the Class predominate over any questions affecting only individual
8 members of the Class; and (f) a class action is superior to other available methods for the fair and
9 efficient adjudication of the controversy.

10 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for the purposes of
11 Settlement only, Lead Plaintiff is certified as the Class Representative on behalf of the Class and
12 the Lead Counsel previously selected by Lead Plaintiff and appointed by the Court, Faruqi &
13 Faruqi, LLP, is hereby appointed as Class Counsel.

14 5. The Class is defined as Lead Plaintiff as well as all Persons who purchased or
15 otherwise acquired Geron common stock during the Class Period and who allege to have been
16 damaged thereby. Excluded from the Class are Defendants named herein; Persons who suffered no
17 compensable losses (*e.g.*, those who purchased Geron common stock during the Class Period but
18 sold prior to any partial corrective disclosure); members of the immediate family of the Individual
19 Defendants; the officers and directors of Geron; any firm, trust, partnership, corporation, officer,
20 director, or other individual or entity in which any Defendants have a controlling interest; and the
21 legal representatives, heirs, successors-in-interest or assigns of such excluded Persons. Also
22 excluded from the Class is any Person who properly excluded himself, herself, or itself by filing a
23 valid and timely request for exclusion in accordance with the requirements set forth in the
24 Settlement Notice, as listed in Exhibit 1 hereto. The Class Period is defined as the period from
25 December 10, 2012 through and including March 11, 2014, both dates inclusive.

1 6. This Order and Final Judgment is binding on all members of the Class, other than
2 those persons listed in Exhibit 1 hereto who have filed timely and valid requests to be excluded
3 from the Class.

4 7. The notification provided for and given to the Class was in compliance with the
5 Preliminary Order, and said notification constitutes the best notice practicable under the
6 circumstances and is in full compliance with the notice requirements of due process, Rule 23 of the
7 Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Private Securities Litigation Reform
8 Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4(a)(7).

9 8. The Settlement is hereby approved as fair, reasonable, and adequate, and shall be
10 consummated in accordance with the terms and provisions of the Stipulation.

11 9. The complaints filed in this Action are hereby dismissed in their entirety as to the
12 Defendants, with prejudice, and without costs to any Settling Party, except to the extent provided in
13 the Stipulation.

14 10. The Court further finds, pursuant to Section (c)(1) of the PSLRA, 15 U.S.C. § 78u-
15 4(c)(1), that during the course of the Action, the Settling Parties and their respective counsel at all
16 times complied with the requirements of Federal Rule of Civil Procedure 11.

17 11. For purposes of clarity, nothing contained herein shall release any claims asserted in
18 the actions captioned *DiLaura v. Scarlett et al.*, Lead Case No. 4:15-cv-02989-CRB, *Haddock v.*
19 *Scarlett et al.*, Case No. 3:15-cv-03007-CRB, *Oriente v. Scarlett et al.*, Lead Case No. CIV528121,
20 or *Cavel v. Scarlett et al.*, Case No. CIV535151.

21 12. Upon the Effective Date, Lead Plaintiff, the Class, and each Class Member (other
22 than those listed on Exhibit 1 hereto), on behalf of themselves and each of their predecessors,
23 successors, assigns, parents, subsidiaries, affiliates, agents, representatives, heirs, trustees, joint
24 tenants, tenants in common, beneficiaries, executors and administrators, attorneys, insurers, and
25 anyone else who could make a claim through or on behalf of a Class Member, directly or indirectly,
26 individually, derivatively, representatively, or in any other capacity, by operation of the Judgment,
27 will release and forever discharge each and every Settled Claim, as against each and all of the
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1 Defendant Releasees, and shall forever be barred and enjoined from commencing, instituting or
2 maintaining any of the Settled Claims against the Defendant Releasees.

3 13. Upon the Effective Date, the Defendants, on behalf of themselves and each of their
4 predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, representatives, heirs,
5 trustees, joint tenants, tenants in common, beneficiaries, executors and administrators, attorneys,
6 insurers, and anyone else who could make a claim through or on behalf of a Defendant, directly or
7 indirectly, individually, derivatively, representatively, or in any other capacity, by operation of the
8 Judgment, will release and forever discharge each and every Defendants' Claims, and shall forever
9 be barred and enjoined from commencing, instituting or maintaining any of Defendants' Claims
10 against any of the Released Plaintiff Parties.

11 14. In accordance with the Private Securities Litigation Reform Act as codified at 15
12 U.S.C. § 78u-4(f)(7)(A), any and all claims for contribution arising out of any Settled Claims (i) by
13 any person or entity against any of the Released Parties, and (ii) by any of the Released Parties
14 against any person or entity, other than as set out in 15 U.S.C. § 78u-4(f)(7)(A)(ii), are hereby
15 permanently barred, extinguished, discharged, satisfied and unenforceable. Accordingly, without
16 limitation to any of the above, (i) any person or entity is hereby permanently enjoined from
17 commencing, prosecuting, or asserting against any of the Released Parties any such claim for
18 contribution, and (ii) the Released Parties are hereby permanently enjoined from commencing,
19 prosecuting, or asserting against any person or entity, any such claim for contribution. In
20 accordance with 15 U.S.C. §78u-4(f)(7)(B), any final verdict or judgment that might be obtained by
21 or on behalf of the Class or a Class Member against any person or entity based upon or arising out
22 of any Settled Claim for which such person or entity and any Released Parties are found to be
23 jointly liable shall be reduced by the greater of (i) an amount that corresponds to the percentage of
24 responsibility of any such Released Party for common damages or (ii) the amount paid to the Class
25 by or on behalf of each such Released Party for common damages.

1 15. Each Class Member, whether or not such Class Member executes and delivers a
2 Proof of Claim, other than those listed on Exhibit 1 hereto, is bound by this Order and Final
3 Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

4 16. This Order and Final Judgment and the Settlement Stipulation, and all acts
5 performed or papers related thereto are not, and shall not be construed to be, an admission by
6 Defendants of any liability or wrongdoing whatsoever, or that recovery could be had in any amount
7 should the action not be settled, and shall not be offered as evidence or received into evidence in
8 this or any proceeding or used in any manner as an admission or implication of liability or fault on
9 the part of Defendants or any other person. The Order and Final Judgment and the Settlement
10 Stipulation, and all papers related thereto, also are not, and shall not be construed to be, any
11 admission by Lead Plaintiff or any Class Member of any lack of merit of the Action in any respect.

12 17. In the event that the Settlement does not become consummated in accordance with
13 the terms of the Stipulation, then this Order and Final Judgment shall be rendered null and void to
14 the extent provided by and in accordance with the Stipulation and shall be vacated, and in such
15 event, all orders entered and releases delivered in connection herewith shall be null and void to the
16 extent provided by and in accordance with the Stipulation.

17 18. Any court order regarding the Plan of Allocation or the attorneys' fees, Litigation
18 Expenses, or award to Lead Plaintiff shall in no way disturb or affect this Order and Final Judgment
19 and shall be considered separate from this Order and Final Judgment.

20 19. The administration of the Settlement, and the decision of all disputed questions of
21 law and fact with respect to the validity of any claim or right of any Person to participate in the
22 distribution of funds from the Net Settlement Fund, shall remain under the authority of this Court.

23 20. Without affecting the finality of this Order and Final Judgment in any way, this
24 Court hereby retains continuing jurisdiction over (a) implementation of this Settlement and any
25 award or distribution of the Net Settlement Fund, including interest earned thereon; (b) disposition
26 of the Settlement Amount; (c) hearing and determining applications for attorneys' fees, costs,

1 interest and reimbursement of expenses in the Action; and (d) all parties hereto for the purpose of
2 construing, enforcing, and administering the Settlement.

3 21. There being no just reason to delay entry of this Order and Final Judgment, the Clerk
4 of the Court is ordered, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, to enter this
5 Order and Final Judgment forthwith.

6 IT IS SO ORDERED.

7 Dated: San Francisco, California

8 _____, 2017

9 _____
10 Honorable Charles R. Breyer
11 United States District Court Judge
12 Northern District of California
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CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2017, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List.

By: /s/ Richard W. Gonnello
Richard W. Gonnello

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Mailing Information for a Case 3:14-cv-01224-CRB In re: GERON CORPORATION SECURITIES LITIGATION

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Ryan Edward Blair**
rblair@cooley.com,chourani@cooley.com
- **Elaine Chang**
echang@glancylaw.com
- **Brett Hom De Jarnette**
bdejarnette@cooley.com,galancr@cooley.com
- **John C. Dwyer**
dwyerjc@cooley.com,giovanonib@cooley.com
- **Nadeem Faruqi**
nfaruqi@faruqilaw.com
- **Lionel Z. Glancy**
info@glancylaw.com,lglancy@glancylaw.com
- **Michael M. Goldberg**
michael@goldberglawpc.com
- **Richard W. Gonnello**
rgonnello@faruqilaw.com,msullivan@faruqilaw.com,ecf@faruqilaw.com,dbehnke@faruqilaw.com
- **Katherine M. Lenahan**
klenahan@faruqilaw.com
- **Kim Elaine Miller**
kimmiller225@yahoo.com,kim.miller@ksfcounsel.com,dawn.hartman@ksfcounsel.com
- **Robert Vincent Prongay**
rprongay@glancylaw.com,info@glancylaw.com,echang@glancylaw.com,bmurray@glancylaw.com
- **Barbara Ann Rohr**
brohr@faruqilaw.com,smarton@faruqilaw.com,bheikali@faruqilaw.com,ecf@faruqilaw.com
- **Laurence M. Rosen**
lrosen@rosenlegal.com,larry.rosen@earthlink.net
- **Alan William Sparer**
asparer@sparerlaw.com,nblake@sparerlaw.com,dcorkran@sparerlaw.com,playzer@sparerlaw.com
- **Megan M Sullivan**
msullivan@faruqilaw.com

Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)