

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT FOR THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

DOE I AND DOE II V. CEREBRAL, INC., CASE No. CGC-23-605585

If you, as a Cerebral, Inc. account holder with a California address, received a data incident notification letter on or about March 6, 2023, you may be eligible for benefits from a class action Settlement.

Para una notificación en Español, visitar www.CerebralPixelSettlement.com.

A state Court authorized this Long-Form Notice ("Notice"). This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Cerebral, Inc. ("Cerebral" or "Defendant") relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of Cerebral's use of the Meta Pixel on its website ("Website Usage Disclosure"). The information shared to Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Website Usage Disclosure and assert a claim for violation of California Business & Professions Code section 17200, *et seq.* Defendant denies the claim and Plaintiffs' allegations in the Litigation.
- If you received a notification from Defendant of the Website Usage Disclosure on or about March 6, 2023 via email or mailed postcard, you are included in this Settlement as a "Settlement Class Member."
- The Settlement provides payments of *pro rata* shares of the Settlement Fund to Settlement Class Members who timely submit valid claims.
- The Settlement also provides an offer for a \$300 credit toward a self-pay Cerebral Therapy & Medication plan to Settlement Class Members who timely submit valid claims.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

Questions? Go to www.CerebralPixelSettlement.com or call (833) 621-5839

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JANUARY 22, 2026	This is the only way you can get a cash payment and/or other benefit.
OBJECT TO THE SETTLEMENT BY DECEMBER 23, 2025	Write to the Court with reasons why you do not agree with the Settlement.
EXCLUDE YOURSELF BY DECEMBER 23, 2025	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the Settlement of the Litigation.
GO TO THE FINAL APPROVAL HEARING ON MARCH 09, 2026	You and/or your attorney may appear to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation from this Settlement and you will give up certain legal rights. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.CerebralPixelSettlement.com, email: Forms@CerebralPixelSettlement.com; or call (833) 621-5839.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the Litigation, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court for the State of California, County of San Francisco (“San Francisco Superior Court”). The case is known as *Doe I and Doe II. v. Cerebral, Inc.*, Case No. CGC-23-605585 (the “Litigation”). The people who filed the Litigation are called the Plaintiffs and the entity they sued, Cerebral, Inc. (“Cerebral”), is called the Defendant.

2. What is this Litigation about?

The Litigation claims that Defendant was responsible for certain disclosures of account holder’s website usage data that may have contained personally identifiable information and/or protected health information (the “Website Usage Disclosure”), and asserts a claim for violation of California Business & Professions Code section 17200, *et seq.* The Litigation seeks, among other things, relief for persons who were injured by the Website Usage Disclosure.

Defendant has denied and continues to deny all of the allegations and claims made in the Litigation, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Plaintiffs sue on behalf of people who have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One Court and one Judge resolves the issues for all Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs negotiated a Settlement with Defendant that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and/or other benefit without further delay. The Plaintiffs and their Attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you, as a Cerebral account holder with a California address, received a data incident notification letter from Cerebral on or about March 6, 2023.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are: Cerebral and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). Also excluded are arbitral Claimants, and individual Plaintiffs in *In Re: Cerebral, Inc. Privacy Practices* (Central District of California Case No. 2:23-cv-1803-FMO (MAAx)), with whom Cerebral has reached confidential Settlements, with respect to the March 6, 2023 data incident notification letter. This exclusion does not apply, and should not be read to apply, to those employees of Cerebral and its Related Entities who received a data incident notification letter on or about March 6, 2023 and do not timely submit valid notices of intent to opt out of being Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments and/or other benefits to Settlement Class Members who timely submit valid claims.

Compensation to Settlement Class Members: Each Settlement Class Member can claim an In-Kind Payment in the form of an offer for a \$300 credit (“Credit”) toward a self-pay Cerebral Therapy & Medication plan. In order to claim an In-Kind Payment, you must provide all information requested in the Claim Form and any additional information requested by the Settlement Administrator. Additionally, you must e-mail the Cerebral support team at support@cerebral.com and provide your first name, last name, and unique Claimant ID and Redemption Code to redeem the Credit (which will be provided by the Settlement Administrator to you after it has been determined that you have timely submitted a valid claim). The Credit will be applied only to eligible services billed as self-pay, and cannot be applied to any services billed to accounts paid by insurers or to amounts billed for medications purchased from CerebralRx. The Credit must be redeemed within one hundred and twenty (120) Days of the date it is issued or it will be void. There is not a deadline by which the entire Credit must be used. If a Claimant requested that Cerebral transition their account to self-pay billing to utilize the Credit, the Claimant would lose any remaining balance on the Credit if they request that the account be changed back to an insurer-pay account prior to exhausting the Credit. Likewise, if a Claimant requested that Cerebral close their account while a balance remains on the Credit, the Claimant would lose that remaining balance.

Cash Compensation: Each Settlement Class Member can also make a claim for Claim Payment of a *pro rata* share of the Net Settlement Fund (which is approximately \$267,000 after deducting Attorneys’ fees (up to \$198,000) costs (up to \$25,000), and Service Awards to the Plaintiffs (up to

\$10,000 total) from the Settlement Fund of \$500,000. In order to claim a Claim Payment, you must provide all information requested in the Claim Form and any additional information requested by the Settlement Administrator.

8. What cash compensation is available?

Each Settlement Class Member may make a claim for Claim Payment of a *pro rata* share of the Settlement Fund, which is subject to proration.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get benefits from the Settlement?

To ask for a payment and/or other benefit, you must complete and timely submit a Claim Form. Claim Forms are available at www.CerebralPixelSettlement.com, where you may also submit your Claim Form online. You may also submit your Claim Form by mail to Claims Administrator – 83274c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, or by email to Forms@CerebralPixelSettlement.com, **no later than January 22, 2026**.

10. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any Claimant and will specify a time within which any such additional information must be provided. If the required information is not provided within the time specified, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Sections V, VI, and VII of the Settlement Agreement, available at www.CerebralPixelSettlement.com.

11. When will I get my payment?

The Court will hold a Final Approval Hearing at **9:00 a.m. PT** on **March 09, 2026**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment and/or other benefit you must timely submit a Claim Form online or by email to Forms@CerebralPixelSettlement.com **by January 22, 2026**.

13. What am I giving up as part of the Settlement?

If the Settlement becomes Final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section XVI of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Sections II (10)(ee) and XVI of the Settlement Agreement. The Settlement Agreement is available at www.CerebralPixelSettlement.com.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in **Question 14** for free or you can, of course, talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Julian Hammond and Ari Cherniak of Hammond Law, located at 1201 Pacific Avenue, 6th Floor, Tacoma, Washington 98402, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will Class Counsel be paid?

If the Settlement is approved and becomes Final, Class Counsel will ask the Court to award Attorneys’ fees not to exceed thirty-three percent (33%) of the combined total value of the Settlement Fund and Administration Costs (i.e., up to \$198,000 as defined in the Settlement Agreement), plus reasonable Litigation Costs and expenses up to \$25,000. Class Counsel will also request approval of a Service Award of \$5,000 for each of the two Plaintiffs. If approved, these amounts, as well as the Notice and Claims Administration Costs, will be taken from the Settlement amount prior to payments made to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must send to the Settlement Administrator a written notice stating that you object to the Settlement in *Doe I and Doe II v. Cerebral, Inc.*, Case No. CGC-23-605585. Please note, you cannot object to the Settlement if you also opt out of the Settlement.

Your Objection must:

- (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address;

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- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of Settlement notice, copy of original March 6, 2023 data incident notification letter, *etc.*);
- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any;
- (viii) contain the signature of the Settlement Class Member's duly authorized Attorney or other duly authorized representative, along with documentation setting forth such representation; and
- (ix) contain a list, including case name, Court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action Settlement.

Your Objection must be submitted to the Settlement Administrator by mail at the address below, or by email at the email address below, **no later than December 23, 2025**.

SETTLEMENT ADMINISTRATOR
Claims Administrator – 83274 c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391 Forms@CerebralPixelSettlement.com

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

If you fail to timely file and serve an Objection, you will not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. To opt out of the Settlement Class, you must individually sign and timely submit written notice of such intent to the Claims Administrator at:

SETTLEMENT ADMINISTRATOR

Claims Administrator – 83274
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

You may also submit an opt-out form online via the Settlement Website or via email to: Forms@CerebralPixelSettlement.com. The written notice must clearly manifest your intent to opt-out of the Settlement Class, and must be **postmarked or submitted online no later than December 23, 2025**.

If you submit a valid and timely opt out, you will not receive any benefits under the Settlement and will not be bound by the terms of this Settlement Agreement.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Final Approval Hearing at **9:00 a.m. PT on March 09, 2026**, in Department 304 of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, California 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see Question 16*). The Court will also decide whether to approve fees and reasonable Litigation Costs to Class Counsel, and the Service Award to the Plaintiffs.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

20. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in **Question 16** above.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related Parties about the issues involved in the Litigation, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

22. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.CerebralPixelSettlement.com, or by writing to the Claims Administrator 83274, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391; or via email at: Forms@CerebralPixelSettlement.com

23. How do I get more information?

Go to the Contact section of the www.CerebralPixelSettlement.com, call (833) 621-5839, or write to the Claims Administrator – 83274, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391 or via email at: Forms@CerebralPixelSettlement.com.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Litigation.***