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16 CEREBRAL, INC.

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF SAN FRANCISCO

19 JOHN DOE I and JOHN DOE II, on behalf of  
20 themselves and all others similarly situated,

21 Plaintiffs,

22 v.

23 CEREBRAL, INC., a Delaware Corporation,

24 Defendant.

Case No. CGC-23-605585

[Hon. Andrew Y.S. Cheng; Dept. 613]

SETTLEMENT AGREEMENT

Action Filed: April 3, 2023

1 This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is  
2 entered into by and between Cerebral, Inc. (“Cerebral” or “Defendant”) and John Doe I and John  
3 Doe II (“Plaintiffs”), both individually and on behalf of the Settlement Class, in the case of *Doe I*  
4 *and Doe II v. Cerebral, Inc.*, No. CGC-23-605585, currently pending in the Superior Court of the  
5 State of California for the County of San Francisco (the “Litigation”). Defendant and Plaintiffs are  
6 each referred to as a “Party” and are collectively referred to herein as “the Parties.”

7 **I. RECITALS**

8 1. Cerebral is a mental health telemedicine company offering subscription-based  
9 telehealth resources, including therapy and medication management.

10 2. The Litigation arises out of Cerebral’s use of web analytics technologies, through  
11 which Plaintiffs allege Cerebral transmitted certain information about Plaintiffs to third parties.

12 3. Defendant denies the claim asserted against it in the Litigation, denies all allegations  
13 of wrongdoing and liability, and denies all material allegations of the Class Action Complaint, filed  
14 on April 3, 2023 (“CAC”).

15 4. Plaintiffs and Class Counsel believe that the legal claim asserted in the Litigation  
16 has merit. Class Counsel have investigated the facts relating to the claim and defenses alleged and  
17 the underlying events in the Litigation, have made a thorough study of the legal principles  
18 applicable to the claim and defenses asserted in the Litigation, and have conducted a thorough  
19 assessment of the strengths and weaknesses of the Parties’ respective positions.

20 5. The Parties desire to settle the Litigation and all existing and potential claims arising  
21 out of or related to the allegations or subject matter of the CAC and the Litigation on the terms and  
22 conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of  
23 continuing to litigate the Litigation.

24 6. On March 29, 2024, Counsel for the Parties engaged in a mediation before Martin  
25 Scheinman concerning a possible settlement of the claims asserted or that could have been asserted  
26 in the Litigation. Counsel for the Parties conducted a short second mediation on May 1, 2024.  
27 These mediations resulted in a settlement in principle, the terms of which are reflected in this  
28 Settlement Agreement.

1           7.       Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded,  
2 based upon their investigation, and taking into account the contested issues involved, the expense  
3 and time necessary to prosecute the Litigation through trial, the risks and costs associated with  
4 further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome  
5 from continued litigation, and the substantial benefits to be received pursuant to this Settlement  
6 Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable  
7 and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe  
8 that the Settlement confers substantial benefits upon the Settlement Class.

9           8.       The Parties agree and understand that neither this Settlement Agreement, nor the  
10 settlement it represents, shall be construed as an admission by Defendant of any wrongdoing  
11 whatsoever, including an admission of a violation of any statute or law or of liability on the claims  
12 or allegations in the Litigation or any other similar claims in other proceedings, or that any such  
13 claims would be suitable for class treatment.

14           9.       The Parties, by and through their respective duly authorized counsel of record, and  
15 intending to be legally bound hereby, agree that the Litigation, and all matters and the claim in the  
16 CAC, and all matters and claims potentially arising out of or related to the allegations or subject  
17 matter of the CAC and Litigation, shall be fully, finally, and forever settled, and completely  
18 released, relinquished, discharged, and compromised, on the merits and with prejudice, upon the  
19 following terms and conditions.

## 20   **II.     DEFINITIONS**

21           10.     As used herein and in the related documents attached hereto as exhibits, the  
22 following terms have the meaning specified below:

23               a.     “Administration Costs” shall include all costs related to carrying out the  
24 notice plan and administering the claims and settlement fund distribution process.

25               b.     “Claims Deadline” means the deadline for filing claims set at a date certain  
26 ninety (90) Days from the Notice Date, as defined in Paragraph 44.

27               c.     “Claim Form” means the form members of the Settlement Class must  
28 complete and submit on or before the Claims Deadline to be eligible for the benefits described

1 herein, and substantially in the form of Exhibit A to this Settlement Agreement. The Claim Form  
2 shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any  
3 other form of verification.

4 d. "Claims Period" means the period for filing claims up until a date certain  
5 ninety (90) Days from the Notice Date.

6 e. "Claimants" shall have the meaning given in Paragraph 34.

7 f. "Class Counsel" shall mean Julian Hammond, Ari Cherniak, and Christina  
8 Tusan of Hammond Law 1201 Pacific Ave., 6th Floor, Tacoma, WA 98402.

9 g. "Court" means the Superior Court of the State of California, County of San  
10 Francisco.

11 h. "Day(s)" means calendar days, but does not include the day of the act, event,  
12 or default from which the designated period of time begins to run. Further and notwithstanding the  
13 above, when computing any period of time prescribed or allowed by this Settlement Agreement,  
14 "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal  
15 holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday,  
16 or federal legal holiday.

17 i. "Defendant's Counsel" means Paul G. Karlsgodt and Teresa C. Chow of  
18 Baker & Hostetler LLP, located at 1801 California Street, Suite 4400, Denver, CO, 80202, and  
19 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067, respectively.

20 j. "Effective Date" means the date defined in Paragraph 86 of this Settlement  
21 Agreement.

22 k. "Attorneys' Fees, Costs, and Expenses Award" means the amount of  
23 attorneys' fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class  
24 Counsel.

25 l. "Final" with respect to a judgment or order means that all of the following  
26 have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals,  
27 completion, in a manner that finally affirms and leaves in place the judgment or order without any  
28 material modification, of all proceedings arising out of the appeal or appeals (including, but not

1 limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or  
2 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings  
3 arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final  
4 dismissal of any appeal or the final dismissal of any proceeding on certiorari.

5 m. “Final Approval Hearing” means the hearing to determine whether the  
6 Settlement should be given final approval and whether the applications of Class Counsel for  
7 attorneys’ fees, costs, and expenses should be approved.

8 n. “Final Approval Order” means the order of the Court finally approving this  
9 Settlement.

10 o. “Final Judgment” means the judgment in the Litigation, entered in  
11 connection with the Settlement and Final Approval Order.

12 p. “In-Kind Payment” means the provision of an offer for 30% off each  
13 Settlement Class Member’s first three months for a Cerebral monthly Medication, Therapy, or  
14 Therapy & Medication plan. Cerebral will generate a coupon code that can be provided to  
15 Settlement Class Members who timely submit a valid Claim Form.

16 q. “Litigation” means the lawsuit entitled *Doe I and Doe II v. Cerebral, Inc.*,  
17 Case No. CGC-23-605585 pending in the Superior Court for the State of California, County of San  
18 Francisco, filed on April 3, 2023.

19 r. “Litigation Costs” means costs and expenses incurred by Class Counsel in  
20 connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an  
21 order of final judgment.

22 s. “Long-Form Notice” means the written notice that will be provided  
23 electronically substantially in the form of Exhibit B to this Settlement Agreement.

24 t. “Notice and Claims Administration Costs” means all approved reasonable  
25 costs incurred or charged by the Settlement Administrator in connection with providing notice to  
26 members of the Settlement Class and administering the Settlement. This does not include any  
27 separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or  
28 representatives in this Litigation.

1           u.       “Net Settlement Fund” means the amount of funds that remain in the  
2 Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for  
3 the following: (i) any taxes owed by the Settlement Fund, (ii) any Service Awards approved by the  
4 Court, and (iii) any Attorneys’ Fees, Costs, and Expenses Award approved by the Court.

5           v.       “Notice Program” means the notice program described in Section VIII.

6           w.       “Objection Deadline” shall mean the date sixty (60) Days from the Notice  
7 Date .

8           x.       “Opt-out Date” shall mean the date sixty (60) Days from the Notice Date.

9           y.       “Parties” means Plaintiffs collectively and Defendant, and a “Party” means  
10 one of the Plaintiffs or the Defendant.

11          z.       “Plaintiffs’ Released Claims” means all claims and other matters released in  
12 and by Section XVI of this Settlement Agreement.

13          aa.      “Preliminary Approval Date” means the date the Preliminary Approval  
14 Order has been executed and entered by the Court.

15          bb.      “Preliminary Approval Order” means the order certifying the proposed Class  
16 for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice  
17 Program, and setting a date for the Final Approval Hearing, entered in a format the same as or  
18 substantially similar to that of the Proposed Preliminary Approval Order attached hereto as Exhibit  
19 D.

20          cc.      “Related Entities” means Cerebral’s past or present parents, subsidiaries,  
21 divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as  
22 well as each of Cerebral’s and these entities’ respective predecessors, successors, members,  
23 directors, officers, non-Settlement Class Member employees, principals, agents, attorneys,  
24 providers, customers, insurers, and reinsurers, and includes, without limitation, any person related  
25 to any such entity who is, was, or could have been named as a defendant in this Litigation.

26          dd.      “Released Claims” means all of Plaintiffs’ Released Claims and Released  
27 Class Claims.

28          ee.      “Released Class Claims” means all class claims and other matters released

1 in and by Section XVI of this Settlement Agreement.

2 ff. “Released Persons” means Defendant and the Related Entities, and each of  
3 their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors,  
4 successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees,  
5 officers, non-Settlement Class Member employees, representatives, agents, providers, consultants,  
6 advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

7 gg. “Settlement” means the settlement reflected by this Settlement Agreement.

8 hh. “Settlement Administrator” means the class action settlement administrator  
9 retained to carry out the notice plan and administer the claims and settlement fund distribution  
10 process. After reviewing bids, the Parties, subject to Court approval, have agreed to use Kroll  
11 Settlement Administration LLC (“Kroll”) as Settlement Administrator in this matter.

12 ii. “Settlement Agreement” means this Settlement Agreement, including  
13 releases and all exhibits hereto.

14 jj. “Settlement Class” means all Cerebral account holders with California  
15 addresses, to whom Cerebral sent a data incident notification letter on or about March 6, 2023.  
16 Excluded from the Class are Cerebral and its affiliates, parents, subsidiaries, officers, and directors,  
17 as well as the judge(s) presiding over this matter and the clerks of said judge(s). This exclusion  
18 does not apply, and should not be read to apply, to those employees of Cerebral and its Related  
19 Entities who received a data incident notification letter on or about March 6, 2023 and do not timely  
20 submit valid notices of intent to opt out of being Settlement Class Members as described in Section  
21 X below.

22 kk. “Settlement Class Member[s]” means all persons who are members of the  
23 Settlement Class.

24 ll. “Settlement Fund” means the non-reversionary sum of five hundred  
25 thousand dollars and no cents (\$500,000.00), to be paid by Defendant as specified in this  
26 Agreement, including any interest accrued thereon after payment. If the class size increases by  
27 more than 5% above 319,000, the Settlement Fund will increase proportionally (*i.e.*, if the Class  
28 size is 7% more than 319,000, or 341,330 members, the Settlement Fund will increase by 2%).

mm. "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

11. For settlement purposes only, the Parties will request that the Court certify the Settlement Class.

12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Parties' request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

### **IV. THE SETTLEMENT FUND**

13. The Settlement Fund: Defendant agrees to make a payment of Five Hundred Thousand and No Cents (\$500,000.00) and deposit that payment into the Settlement Fund as follows: (i) Defendant shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the Settlement Fund within Ten (10) Days after the Court enters the Preliminary Approval Order, and (ii) Defendant shall pay Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), by November 15, 2024, regardless of the status of the Settlement on that date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, except as otherwise provided in this Paragraph 13, Defendant's liability shall not exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00), inclusive of attorneys' fees, costs, and expenses, and service awards to the Named Plaintiffs. In addition to the Settlement Fund, Defendant shall pay the Administration Costs incurred by November 15, 2024, regardless of the status of the Settlement on that date. The timing set forth in this provision is contingent upon the receipt of a W-9 from Kroll for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) days after Cerebral receives this information. If the class size increases by more than 5% above 319,000, the amount of the



1 Settlement Fund will increase proportionally (i.e., if the class size is 7% more than 319,000, or  
2 341,330 members, the amount of the Settlement Fund will increase by 2%, and such increased  
3 amount shall be paid as part of the balance of the Settlement Fund due by Ten (10) Days after the  
4 Court enters the Preliminary Approval Order).

5 14. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an  
6 appropriate trust account established by the Settlement Administrator but shall remain subject to  
7 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed  
8 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this  
9 Agreement is voided, terminated, or cancelled.

10 a. In the event this Agreement is voided, terminated, or cancelled due to lack  
11 of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel  
12 shall have no obligation to repay to Cerebral any of the Notice and Claims Administration Costs  
13 that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii)  
14 any amounts remaining in the Settlement Fund, including all interest earned on the Settlement Fund  
15 net of any taxes, shall be returned to Defendant within ten (10) days of the final order denying  
16 approval of the Settlement; and (iii) no other person or entity shall have any further claim  
17 whatsoever to such amounts. The parties will cooperate in good faith in an effort to obtain final  
18 approval of the Settlement including to reach agreement on any modification to the Settlement  
19 necessary to obtain final approval.

20 15. Non-Reversionary: This settlement is not a reversionary settlement. As of the  
21 Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in  
22 the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section  
23 XV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund  
24 shall be returned to Defendant.

25 16. Use of the Settlement Fund: As further described in this Agreement, the Settlement  
26 Fund shall be used by the Settlement Administrator to pay for: (i) any taxes owed by the Settlement  
27 Fund, (ii) any Service Awards approved by the Court, (iii) any Attorneys' Fees, Costs, and  
28 Expenses Award as approved by the Court, and (iv) any benefits to Settlement Class Members,

1 pursuant to the terms and conditions of this Agreement.

2       17.     Financial Account: The Settlement Fund shall be an account established and  
3 administered by the Settlement Administrator, at a financial institution recommended by the  
4 Settlement Administrator and approved by Class Counsel and Defendant and shall be maintained  
5 as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, et seq.

6       18.     Payment/Withdrawal Authorization: No amounts may be withdrawn from the  
7 Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or as may be (ii)  
8 approved by the Court. The Settlement Administrator shall provide Class Counsel and Defendant  
9 with notice of any withdrawal or other payment the Settlement Administrator proposes to make  
10 from the Settlement Fund before the Effective Date at least seven (7) business days prior to making  
11 such withdrawal or payment.

12       19.     Payments to Class Members: The Settlement Administrator, subject to such  
13 supervision and direction of the Court and Class Counsel as may be necessary or as circumstances  
14 may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant  
15 to this Agreement.

16       20.     Treasury Regulations and Fund Investment: The Parties agree that the Settlement  
17 Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury  
18 Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury  
19 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting  
20 for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by  
21 the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified  
22 settlement fund from the earliest date possible and agree to any relation-back election required to  
23 treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all  
24 funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal  
25 Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement  
26 Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account  
27 as may be reasonably necessary during the check clearing process. The Settlement Administrator  
28 shall provide an accounting of any and all funds in the Settlement Fund, including any interest

1 accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

2       21.     Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement  
3 Fund, and shall be timely paid by the Settlement Administrator without prior order of the Court.  
4 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for  
5 taxes (including, without limitation, taxes payable by reason of any such indemnification  
6 payments). The Parties and their respective counsel have made no representation or warranty with  
7 respect to the tax treatment by any Class Representative or any Settlement Class Member of any  
8 payment or transfer made pursuant to this Agreement or derived from or made pursuant to the  
9 Settlement Fund. Each Class Representative and Settlement Class Member shall be solely  
10 responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds  
11 from the Settlement Fund pursuant to this Agreement.

12       22.     Limitation of Liability

13             a.     Defendant and its counsel shall not have any responsibility for or liability  
14 whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement  
15 Administrator, or any of their respective designees or agents, in connection with the administration  
16 of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement  
17 Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the  
18 determination, administration, calculation, or payment of any claims asserted against the Settlement  
19 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the  
20 payment or withholding of any taxes, expenses, and/or costs incurred in connection with the  
21 taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation  
22 to communicate with Settlement Class Members and others regarding amounts paid under the  
23 Settlement.

24             b.     The Class Representatives and Class Counsel shall not have any liability  
25 whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator,  
26 or any of their respective designees or agents, in connection with the administration of the  
27 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;  
28 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the

determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the 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.

## **V. IN-KIND PAYMENT**

23. Each Settlement Class Member who submits a valid claim shall be entitled to an offer for 30% off the Settlement Class Member's first three months for a Cerebral monthly Medication, Therapy, or Therapy & Medication plan. Cerebral shall generate a Coupon Code to be shared with Class Counsel within Ten (10) Days after this Court enters the Preliminary Approval Order, and to be provided to each Class Member who timely submits a valid Claim Form

## **VI. BENEFITS TO SETTLEMENT CLASS MEMBERS**

24. Compensation to Settlement Class Members. Settlement Class Members must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Settlement Fund, which will be paid in accordance with Paragraph 16 above.

25. Cash Compensation. Settlement Class Members may file a claim for a cash payment that is allocated by proration as described in Paragraph 36.

## **VII. SETTLEMENT ADMINISTRATION**

26. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid by Defendant separately and in addition to the Settlement Fund up to \$100,000 with Notice and Administration Costs in excess of \$100,000 to be deducted from the Net Settlement Fund.

27. The Parties agree to solicit, and did solicit, competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon e-mail addresses to the extent possible, and mailing addresses as set forth in Paragraph 43, in order to contain the administration costs while still providing effective notice to the Settlement Class Members.

28. The Settlement Administrator will provide written notice via the most recent e-mail

1 address associated with each Settlement Class Member's Cerebral account of the settlement terms  
2 to all Settlement Class Members.

3 29. The Settlement Administrator will cause the Notice Program to be effectuated in  
4 accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement  
5 Administrator may request the assistance of the Parties to facilitate providing notice and to  
6 accomplish such other purposes as may be approved by both Class Counsel and Defendant's  
7 Counsel. The Parties shall reasonably cooperate with such requests.

8 30. The Settlement Administrator will administer the claims process in accordance with  
9 the terms of the Settlement Agreement and any additional processes agreed to by both Class  
10 Counsel and Defendant's Counsel, subject to the Court's supervision and direction as  
11 circumstances may require.

12 31. To make a claim, a Settlement Class Member must complete and submit a valid,  
13 timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website.

14 32. The Settlement Administrator will review and evaluate each Claim Form, including  
15 any required documentation submitted, for validity, timeliness, and completeness.

16 33. If, in the determination of the Settlement Administrator, the Settlement Class  
17 Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement  
18 Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement  
19 Class Member shall have twenty-one (21) Days from the date of the written notice to cure the  
20 deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to  
21 Defendant's Counsel and Class Counsel. If the defect is not cured within the 21- Day period, then  
22 the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely  
23 Claim Form, including a Claim Form deemed defective but timely cured, shall be considered  
24 "Claimants."

25 34. The Settlement Administrator will maintain records of all Claim Forms submitted  
26 until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and  
27 supporting documentation may be provided to the Court upon request and to Defendant, Class  
28 Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues

1 pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide  
2 other reports or information that the Court may request or that the Court or Defendant's Counsel  
3 may reasonably require.

4 35. Subject to the terms and conditions of this Settlement Agreement, forty-five (45)  
5 Days after the Effective Date, the Settlement Administrator shall make a digital or electronic  
6 payment ("Claim Payment") to each Claimant for their *pro rata* share of the Settlement Fund, in  
7 accordance with the following distribution procedures:

8 a. The Settlement Administrator shall utilize the Net Settlement Fund to make  
9 all Cash Compensation payments as described in Paragraph 24. The amount of each Cash  
10 Compensation payment shall be calculated by dividing the Net Settlement Fund by the number of  
11 valid claims for Cash Compensation.

12 36. Each Claim Payment shall be direct deposited to the bank account provided by the  
13 Claimant on his or her Claim Form, or by other electronic means provided by the Claimant on his  
14 or her Claim Form.

15 37. To the extent any monies remain in the Net Settlement Fund more than one hundred  
16 twenty (120) Days after the issuance of Claim Payments to the Claimants, such monies shall be  
17 distributed to the National Alliance on Mental Illness as the *cy pres* recipient by mutual agreement  
18 of the Parties.

19 38. For any Claim Payment returned to the Settlement Administrator as undeliverable,  
20 the Settlement Administrator shall make reasonable efforts to find valid electronic payment  
21 information and resend the Claim Payment within thirty (30) Days after the payment is returned to  
22 the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one  
23 attempt to resend a Claim Payment.

24 39. Except as expressly set forth herein, no portion of the Net Settlement Fund shall  
25 revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net  
26 Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions  
27 of this Agreement shall be distributed according to the provisions outlined in Paragraph 37.  
28

1 **VIII. NOTICE TO SETTLEMENT CLASS MEMBERS**

2 40. The Parties agree the following Notice Program provides reasonable notice to the  
3 Settlement Class.

4 41. Direct Notice shall be provided to Settlement Class Members via the most recent e-  
5 mail address associated with each Settlement Class Member's Cerebral account.

6 42. Within fifteen (15) Days of the entry of the Preliminary Approval Order, Defendant  
7 shall provide the Settlement Administrator with the names and the most recent e-mail address and  
8 mailing address associated with each Settlement Class Member's Cerebral account for the  
9 Settlement Class Members (the "Class List"). The Settlement Administrator shall perform an email  
10 cleanse and skip trace of the Class List prior to sending the Long-Form Notice.

11 43. Within forty-five (45) Days following entry of the Preliminary Approval Order  
12 ("Notice Date"), the Settlement Administrator shall provide the Long-Form Notice via the most  
13 recent e-mail address associated with each Settlement Class Member's Cerebral account. For those  
14 emails that bounce back, the Settlement Administrator shall promptly perform an in-depth search  
15 for a valid email address and resend the Long-Form Notice to that updated email address. If no  
16 valid email address can be found for fifteen percent (15%) or more of all Settlement Class Members  
17 (*i.e.*, e-mail notice success rate is less than 85% of the class) the Settlement Administrator shall  
18 mail a post card notice, attached as Exhibit C, to the Settlement Class Member's most recent  
19 mailing address. If the postcard notice is returned to the Settlement Administrator with a forwarding  
20 address, it will be automatically re-mailed to the updated address. If the postcard Notice is returned  
21 without a forwarding address, it will be sent through an advanced address search process in an  
22 effort to find a more current address for the record. If an updated address is obtained through the  
23 advanced search process, the Settlement Administrator will re-mail the notice to the updated  
24 address.

25 44. No later than forty-five (45) Days following entry of the Preliminary Approval  
26 Order, and prior to the e-mailing of the Long-Form Notice to all Settlement Class Members, the  
27 Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator  
28 shall cause the CAC, Long-Form Notice, Claim Form, this Settlement Agreement, and other

relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld.

45. Claimants shall be able to submit their claims via the website.

46. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Claims Deadline has passed.

47. Claim Forms shall be returned or submitted to the Settlement Administrator online or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

48. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

#### **IX. OBJECTIONS TO THE SETTLEMENT**

49. Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a written objection(s) to the Settlement ("Objection(s)") on the Settlement Administrator, at the address set forth in the Long- Form Notice.

50. Each Objection must (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (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.

51. Objections must be filed with the Court and served on the Settlement Administrator no later than the Objection Deadline. The Objection Deadline shall be included in the Long-Form Notice.

52. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

53. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also notify the Court (as well as Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member 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 in his or her Objection.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to appear and be heard at the Final Approval Hearing, but such Settlement Class Member's written Objection may be considered by the Court in ruling on any motion for final approval.

54. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement and the Long-Form Notice, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement, shall forever be barred from raising any objection to the Settlement, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

#### **X. OPT OUT PROCEDURES**

55. Each Settlement Class Member wishing to opt out of the Settlement Class shall

1 individually sign and timely submit written notice of such intent to the designated Post Office box  
2 established by the Claims Administrator. Settlement Class Members may also mail or submit the  
3 exclusion form via the Settlement Website. The written notice must clearly manifest a Settlement  
4 Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be  
5 postmarked or submitted online no later than the Opt-Out Date.

6         56. All Settlement Class Members who submit valid and timely notices of their intent  
7 to opt out of the Settlement Class, as set forth in paragraph 55 above, referred to herein as "Opt-  
8 Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.  
9 All Persons falling within the definition of the Settlement Class who do not opt-out of the  
10 Settlement Class in the manner set forth in paragraph 55 above shall be bound by the terms of this  
11 Settlement Agreement and Judgment entered thereon.

#### 12 **XI. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

13         57. Class Counsel shall request, and Defendant will not oppose, Court approval of an  
14 award of attorneys' fees not to exceed thirty-three percent (33%) of the combined total value of the  
15 Settlement Fund and Administration Costs, plus reasonable costs and expenses up to twenty-five  
16 thousand dollars and no cents (\$25,000.00) incurred in prosecuting the Litigation. Class Counsel's  
17 attorneys' fees, costs, and expenses awarded by the Court shall be paid no later than forty-five (45)  
18 Days after the Effective Date. For the avoidance of doubt, the Court approved amount of any  
19 attorneys' fees, costs, and expenses shall be paid from the Settlement Fund.

20         58. Class Counsel shall request the Court to approve a service award of five thousand  
21 dollars and no cents (\$5,000.00) for each of the named Plaintiffs, John Doe I and John Doe II,  
22 which award is intended to recognize Plaintiffs for their efforts in the litigation and commitment  
23 on behalf of the Settlement Class ("Service Award(s)"). If approved by the Court, the Service  
24 Awards will be paid no later than forty-five (45) Days after the Effective Date. For the avoidance  
25 of doubt, the Court approved amount for any Service Awards shall be paid from the Settlement  
26 Fund. The Parties did not discuss or agree upon payment of service awards until after they agreed  
27 on all materials terms of relief to the Settlement Class.

28         59. Class Counsel will file applications with the Court for the requested Service Awards

1 and attorneys' fees, costs, and expenses no later than sixteen (16) Court Days prior to the Objection  
2 Deadline.

3 60. The Parties agree that the Court's approval or denial of any request for the Service  
4 Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered  
5 by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any  
6 reduction to the Service Awards or award of attorneys' fees, costs, or expenses shall not operate to  
7 terminate or cancel this Settlement Agreement.

## 8 **XII. NOTICES**

9 61. All notices to the Parties required by the Settlement Agreement shall be made in  
10 writing and communicated by mail to the following addresses:

11 All notices to Class Counsel or Plaintiffs shall be sent to:

12 Julian Hammond  
13 Ari Cherniak  
14 Christina Tusan  
15 Hammond Law, P.C.  
16 1201 Pacific Ave., 6th Floor  
17 Tacoma, WA 98402  
18 Tel: (310) 601-6766

19 All notices to Defendant's Counsel or Defendant shall be sent to:

20 Paul G. Karlsgodt  
21 Baker & Hostetler LLP  
22 1801 California Street, Suite 4400  
23 Denver, Colorado, 80202  
24 Tel: (303) 861-0600

25 *and*

26 Teresa C. Chow  
27 Baker & Hostetler LLP  
28 1900 Avenue of the Stars, Suite 2700  
Los Angeles, California 90067  
Tel: (310) 820-8800

62. Other than attorney-client communications or communications otherwise protected  
from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of  
comments, Objections, or other documents or filings received from a Settlement Class Member as  
a result of the Notice Program.

1 **XIII. SETTLEMENT APPROVAL PROCESS**

2 63. After execution of this Settlement Agreement, the Parties shall promptly move the  
3 Court to enter the Preliminary Approval Order, which:

- 4 a. Preliminarily approves this Settlement Agreement;
- 5 b. Provisionally certifies the Settlement Class;
- 6 c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and  
7 in the best interests of the Settlement Class;
- 8 d. Finds the Notice Program constitutes valid, due, and sufficient notice to the  
9 Settlement Class Members, and constitutes the best notice practicable under the circumstances,  
10 complying fully with the requirements of the laws of California, the Constitution of the United  
11 States, and any other applicable law and that no further notice to the Class is required beyond that  
12 provided through the Notice Program;
- 13 e. Appoints the Settlement Administrator;
- 14 f. Directs the Settlement Administrator to provide notice to Settlement Class  
15 Members in accordance with the Notice Program provided for in this Settlement Agreement;
- 16 g. Approves the Claim Form and directs the Settlement Administrator to  
17 administer the Settlement in accordance with the provisions of this Settlement Agreement;
- 18 h. Approves the Objection procedures as outlined in this Settlement  
19 Agreement;
- 20 i. Schedules a Final Approval Hearing to consider the final approval,  
21 reasonableness, and adequacy of the proposed settlement and whether it should be finally approved  
22 by the Court; and
- 23 j. Contains any additional provisions agreeable to the Parties that might be  
24 necessary or advisable to implement the terms of this Settlement Agreement.

25 **XIV. FINAL APPROVAL HEARING**

26 64. The Parties will recommend that the Final Approval Hearing shall be scheduled no  
27 earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

28 65. The Parties may file a response to any objections and a Motion for Final Approval

1 no later than sixteen (16) Court Days prior to the Final Approval Hearing.

2         66. Any Settlement Class Member who wishes to appear at the Final Approval Hearing,  
3 whether pro se or through counsel, must, by the Objection Deadline, either mail, hand-deliver, or  
4 e-mail to the Court or file a notice of appearance in the Litigation, take all other actions or make  
5 any additional submissions as may be required in the Long-Form Notice, this Settlement  
6 Agreement, or as otherwise ordered by the Court, and serve that notice and any other such pleadings  
7 to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

8         67. The Parties shall ask the Court to enter a Final Approval Order and Judgment which  
9 includes the following provisions:

10             a. A finding that the Notice Program fully and accurately informed all  
11 Settlement Class Members entitled to notice of the material elements of the settlement, constitutes  
12 the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice,  
13 and complies fully with the laws of California, the United States Constitution, and any other  
14 applicable law;

15             b. A finding that after proper notice to the Class, and after sufficient  
16 opportunity to object, no timely objections to this Settlement Agreement have been made, or a  
17 finding that all timely objections have been considered and denied;

18             c. Approval of the settlement, as set forth in the Settlement Agreement, as fair,  
19 reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement  
20 is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of  
21 this Settlement Agreement;

22             d. A finding that neither the Final Judgment, the settlement, nor the Settlement  
23 Agreement shall constitute an admission of liability by any of the Parties, or any liability or  
24 wrongdoing whatsoever by any Party;

25             e. A finding that Plaintiffs shall, as of the entry of the Final Judgment,  
26 conclusively be deemed to have fully, finally, and forever completely released, relinquished, and  
27 discharged the Released Persons from the Plaintiffs' Released Claims;

28             f. A finding that all Settlement Class Members, excluding Opt-Outs, shall, as

1 of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever  
2 completely released, relinquished, and discharged the Released Persons from the Released Class  
3 Claims; and

4 g. A reservation of exclusive and continuing jurisdiction over the Litigation  
5 and the Parties for the purposes of, among other things, (i) supervising the implementation,  
6 enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary  
7 Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of  
8 the relief to the Settlement Class and resolving any disputes that may arise with regard to the  
9 foregoing.

10 68. The Parties agree to bear their own costs and attorneys' fees, costs, and expenses  
11 not otherwise awarded in accordance with this Settlement Agreement.

#### 12 **XV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

13 69. Each Party shall have the right to terminate this Settlement Agreement if:

14 a. The Court denies preliminary approval of this Settlement Agreement (or  
15 grants preliminary approval through an order that materially differs in substance to Exhibit D  
16 hereto);

17 b. The Court denies final approval of this Settlement Agreement (or grants final  
18 approval through an order that materially differs in substance from Exhibit E hereto);

19 c. The Final Approval Order and Final Judgment do not become final by reason  
20 of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a  
21 further order or orders approving the settlement on the terms set forth herein; or

22 d. The Effective Date cannot occur.

23 70. The Parties agree to work in good faith to effectuate this Settlement Agreement  
24 including to reach agreement on any modification to the Settlement necessary to obtain final  
25 approval.

26 71. If a Party elects to terminate this Settlement Agreement under this Section XV, that  
27 Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail  
28 within ten (10) Days of the occurrence of the condition permitting termination.

1           72.     Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other  
2 appropriate relief from an appellate court with respect to any denial by the Court of final approval  
3 of the Settlement. Plaintiffs may appeal any material reduction in the requested amount of  
4 attorneys' fees and/or costs.

5           73.     If this Settlement Agreement is terminated or disapproved, or if the Effective Date  
6 should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval  
7 Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null  
8 and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation  
9 as of the date and time immediately preceding the execution of this Settlement Agreement; (iii)  
10 except as otherwise expressly provided, the Parties shall stand in the same position and shall  
11 proceed in all respects as if this Settlement Agreement and any related orders had never been  
12 executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part  
13 of the Parties' settlement discussions, negotiations, or documentation (including any declaration or  
14 brief filed in support of the motion for preliminary approval or motion for final approval), nor any  
15 rulings regarding class certification for settlement purposes (including the Preliminary Approval  
16 Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be  
17 admissible into evidence for any purpose in the Litigation or any other proceeding.

18           74.     If the Court does not approve the Settlement or the Effective Date cannot occur for  
19 any reason, Defendant shall retain all its rights and defenses in the Litigation. For example,  
20 Defendant shall have the right to object to the maintenance of the Litigation as a class action, to  
21 move for summary judgment, and to assert defenses at trial, and nothing in this Settlement  
22 Agreement or other papers or proceedings related to the Settlement shall be used as evidence or  
23 argument by any Party concerning whether the Litigation may properly be maintained as a class  
24 action, or for any other purpose.

25           75.     If more than 1,000 Settlement Class Members submit valid opt-out forms, Cerebral  
26 may, at its sole discretion, void the Settlement Agreement. If Cerebral chooses to void the  
27 Settlement Agreement on the basis that more than 1,000 Settlement Class Members submitted valid  
28 opt-out forms, Cerebral shall pay Class Counsel the sum of One Hundred Thousand Dollars and

1 No Cents (\$100,000.00) for attorneys' fees and costs. Cerebral shall pay this sum within 30 days  
2 of notifying Class Counsel of its choice to void the Settlement Agreement. Cerebral shall also pay  
3 all costs of Settlement Administration incurred by the Settlement Administrator up to the date it  
4 voids the Settlement.

5 **XVI. RELEASE**

6 76. On the Effective Date, Plaintiffs and each and every Settlement Class Member,  
7 excluding Opt-Outs, shall be bound by this Settlement Agreement and shall have recourse only to  
8 the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or  
9 other claim or proceeding, regardless of forum, may be pursued against Released Persons with  
10 respect to the Plaintiffs' Released Claims or the Released Class Claims.

11 77. On the Effective Date and in consideration of the promises and covenants set forth  
12 in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever  
13 completely released, relinquished, and discharged the Released Persons from any and all past,  
14 present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and  
15 costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations,  
16 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or  
17 capable of being known, in law or equity, fixed for contingent, accrued or unaccrued and matured  
18 or not matured that arise out of, are connected to the March 6, 2023 data incident notification letter  
19 that were or could have been asserted in the Litigation (the "Plaintiffs' Release"). The Plaintiffs'  
20 Release shall be included as part of the Final Approval Order so that all claims released thereby  
21 shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the  
22 "Plaintiffs' Released Claims"). The Plaintiffs' Released Claims shall constitute and may be pled as  
23 a complete defense to any proceeding arising from, relating to, or filed in connection with the  
24 Plaintiffs' Released Claims.

25 78. On the Effective Date and in consideration of the promises and covenants set forth  
26 in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally,  
27 and forever completely released, relinquished, and discharged the Released Persons from any and  
28 all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys'



1 fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action,  
2 obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or  
3 equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are  
4 connected to the March 6, 2023 data incident notification letter that were or could have been  
5 asserted in the Litigation (the "Settlement Class Release"). The Settlement Class Release shall be  
6 included as part of the Final Approval Order so that all claims released thereby shall be barred by  
7 principles of res judicata, collateral estoppel, and claim and issue preclusion (the "Released Class  
8 Claims," and together with Plaintiffs' Released Claims, the "Release Claims"). The Released Class  
9 Claims shall constitute and may be pled as a complete defense to any proceeding arising from,  
10 relating to, or filed in connection with the Released Class Claims.

11 79. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement  
12 Class Members, excluding Opt-Outs, shall be bound by this Settlement Agreement and the  
13 Settlement Class Release

14 80. The Plaintiffs' Released Claims include the release of Unknown Claims. "Unknown  
15 Claims" means any of the Released Claims that either Plaintiff does not know or suspect to exist in  
16 his or her favor at the time of the release of the Released Persons that, if known by him or her,  
17 might have affected his or her settlement with, and release of, the Released Persons, or might have  
18 affected his or her decision not to object to and/or to participate in the Settlement.

19 81. With respect to any and all Plaintiffs' Released Claims, the Settling Parties stipulate  
20 and agree that upon the Effective Date, Plaintiffs expressly shall be deemed to have, and by  
21 operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by  
22 California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any  
23 law of any state, province, or territory of the United States which is similar, comparable, or  
24 equivalent to California Civil Code § 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
2 OR RELEASED PARTY.

3 Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of  
4 them, now know or believe to be true with respect to the subject matter of the Released Claims, but  
5 Plaintiffs expressly shall be deemed to have, and by operation of the Judgment shall have, upon the  
6 Effective Date, fully, finally and forever settled and released any and all Released Claims. The  
7 Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement.

8 82. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and  
9 Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs'  
10 Released Claims and the Released Class Claims, in any proceeding in any forum against any of the  
11 Released Persons or based on any actions taken by any Released Persons authorized or required by  
12 this Settlement Agreement or the Court or an appellate court as part of this Settlement.

13 83. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement  
14 Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for  
15 attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing  
16 Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner  
17 to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs'  
18 Released Claims or the Released Class Claims as well as any and all claims for the Service Award  
19 to Plaintiffs.

20 84. Nothing in the Releases shall preclude any action to enforce the terms of this  
21 Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the  
22 Releases be construed to release claims arising out of physical injuries alleged to arise from the  
23 treatment Plaintiffs and Settlement Class Members received from Defendant.

## 24 **XVII. EFFECTIVE DATE**

25 85. The "Effective Date" of this Settlement Agreement shall be the first Day after the  
26 date all of the following conditions have occurred:

27 a. This Settlement Agreement has been fully executed by all Parties and their  
28 counsel;

1           b.       Orders have been entered by the Court certifying the Settlement Class,  
2 granting preliminary approval of this Settlement Agreement and approving the Notice Program and  
3 Claim Form, all as provided above;

4           c.       The Court-approved Long-Form Notice has been e-mailed, other notice  
5 required by the Notice Program, if any, has been effectuated and the Settlement Website has been  
6 duly created and maintained as ordered by the Court;

7           d.       The Court has entered a Final Approval Order finally approving this  
8 Settlement Agreement, as provided above; and

9           e.       The Final Approval Order and Final Judgment have become Final, as  
10 defined in Paragraph 10(l).

#### 11 **XVIII. MISCELLANEOUS PROVISIONS**

12       86.       The recitals and exhibits to this Settlement Agreement are integral parts of the  
13 Settlement and are expressly incorporated and made a part of this Settlement Agreement.

14       87.       This Settlement Agreement is for settlement purposes only. Neither the fact of nor  
15 any provision contained in this Settlement Agreement nor any action taken hereunder shall  
16 constitute or be construed as an admission of the validity of any claim or any fact alleged in the  
17 CAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part  
18 of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in  
19 any other proceeding, including regulatory matters, directly or indirectly involving the March 6,  
20 2023 data incident notification letter or allegations asserted in the CAC and Litigation. This  
21 Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited  
22 or referred to in any action or proceeding between the Parties, except in an action or proceeding  
23 brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an  
24 admission by Defendant that Plaintiffs' claim, or any similar claims, are suitable for class treatment.

25       88.       In the event that there are any developments in the effectuation and administration  
26 of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement,  
27 then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall  
28 be ordered by the Court. The Parties shall execute all documents and use their best efforts to

1 perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement  
2 and to take all necessary or appropriate actions to obtain judicial approval of this Settlement  
3 Agreement to give this Settlement Agreement full force and effect.

4 89. In the event the aggregate amount of all Cash Compensation payments exceeds the  
5 total amount of the Net Settlement Fund, then the value of those payments shall be reduced on a  
6 *pro rata* basis, such that the aggregate value of the Cash Compensation payments does not exceed  
7 the Net Settlement Fund. All such determinations shall be performed by the Settlement  
8 Administrator.

9 90. No person shall have any claim against Plaintiffs, Class Counsel, Defendant,  
10 Defendant's Counsel, or the Released Persons, or any of the foregoing's agents or representatives  
11 based on the administration of the Settlement substantially in accordance with the terms of the  
12 Settlement Agreement or any order of the Court or appellate court.

13 91. Except as expressly set forth in this Paragraph 91, this Settlement Agreement  
14 constitutes the entire Settlement Agreement between and among the Parties with respect to the  
15 Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and  
16 Settlement Agreements and may not be modified or amended except by a writing signed by the  
17 Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that, aside from  
18 the Parties' Agreement Regarding Identities of Plaintiffs Doe I and II, which shall be executed  
19 separately and apart from this Settlement Agreement for the purpose of identifying Plaintiffs' true  
20 names while protecting the same from public disclosure, no covenant, obligation, condition,  
21 representation, warranty, inducement, negotiation, or understanding concerning any part of the  
22 subject matter of this Settlement Agreement has been made or relied on except as expressly set  
23 forth in this Settlement Agreement.

24 92. There shall be no waiver of any term or condition in this Settlement Agreement  
25 absent an express writing to that effect by the non-waiving Party. No waiver of any term or  
26 condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or  
27 failure of the same term or condition, or waiver of any other term or condition of this Settlement  
28 Agreement.

1           93.     In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-  
2 party has or claims to have a claim against any payment made to a Settlement Class Member, it is  
3 the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless  
4 otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for  
5 such transmittal.

6           94.     This Settlement Agreement shall not be construed more strictly against one Party  
7 than another merely because it may have been prepared by counsel for one of the Parties, it being  
8 recognized that because of the arm's-length negotiations resulting in this Settlement Agreement,  
9 all Parties hereto have contributed substantially and materially to the preparation of the Settlement  
10 Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement  
11 Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

12           95.     This Settlement Agreement shall be construed under and governed by the laws of  
13 the State of California without regard to its choice of law provisions.

14           96.     If any press release is to be issued by the Parties, including their respective counsel,  
15 concerning the Settlement, it will be a joint press release for which the Parties will agree upon the  
16 language therein prior to release.

17           97.     In the event that one or more of the provisions contained in this Settlement  
18 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such  
19 invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement  
20 Agreement, which shall remain in full force and effect as though the invalid, illegal, or  
21 unenforceable provision(s) had never been a part of this Settlement Agreement as long as the  
22 benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not  
23 materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable  
24 provision(s).

25           98.     If any Party institutes any legal action or other proceeding against another Party or  
26 Parties to enforce this Agreement or to declare rights and/or obligations under this Agreement, the  
27 prevailing party will be entitled to recover from the unsuccessful Party or Parties reasonable  
28 attorneys' fees and costs incurred in connection with any such action.

1           99. This Settlement Agreement will be binding upon and inure to the benefit of the  
2 successors and assigns of the Parties, Released Persons, and Settlement Class Members.

3           100. The headings used in this Settlement Agreement are for the convenience of the  
4 reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In  
5 construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa)  
6 and the use of the masculine includes the feminine (and vice-versa).

7           101. The Parties stipulate to stay all proceedings in the Litigation until the approval of  
8 this Settlement Agreement has been finally determined, except the stay of proceedings shall not  
9 prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve  
10 judicial approval of this Settlement Agreement.

11           102. This Settlement Agreement may be executed in one or more counterparts, each of  
12 which shall be deemed an original as against any Party who has signed it and all of which shall be  
13 deemed a single Settlement Agreement.

14           103. Each Party to this Settlement Agreement and the signatories thereto warrant that he,  
15 she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel  
16 and not in reliance upon any warranty or representation, express or implied, of any nature or kind  
17 by any other Party, other than the warranties and representations expressly made in this Settlement  
18 Agreement.

19           104. Each signatory below warrants that he or she has authority to execute this Settlement  
20 Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

21       Dated: October 28, 2024

HAMMONDLAW, P.C.

22  
23       By: 


JULIAN HAMMOND  
ADRIAN BARNES  
ARI CHERNIAK  
POLINA BRANDLER  
CHRISTINA TUSAN

*Attorneys for Plaintiffs*  
JOHN DOE I and JOHN DOE II

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Dated: October 28, 2024

BAKER & HOSTETLER LLP

By:   
PAUL G. KARLSGODT  
TERESA C. CHOW  
ALEXIS CRUZ

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN FRANCISCO**

18 **JOHN DOE I, and JOHN DOE II**, individually  
19 and on behalf of all others similarly situated,

20 Plaintiffs,

21 vs.

22 **CEREBRAL, INC.**, a Delaware Corporation,  
23

24 Defendant.  
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Case No.: CGC-23-605585

**ADDENDUM TO SETTLEMENT  
AGREEMENT**





1 The Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) entered  
2 into by and between Cerebral, Inc. (“Cerebral” or “Defendant”) and John Doe I and John Doe II  
3 (“Plaintiffs”) on October 28, 2024, is hereby amended as follows (additions are in **bold** and  
4 deletions are in ~~strikethrough~~):

5 10.j. “Effective Date” means the date defined in Paragraph 865 of this Settlement  
6 Agreement.

7  
8 78. On the Effective Date and in consideration of the promises and covenants set forth  
9 in this Settlement Agreement, each Settlement Class Member will be deemed to have fully,  
10 finally, and forever completely released, relinquished, and discharged the Released Persons  
11 from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs,  
12 expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions,  
13 suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any  
14 nature whatsoever, in law or equity, fixed or contingent, accrued or unaccrued and matured  
15 or not matured that arise out of, are connected to the March 6, 2023 data incident  
16 notification letter that were or could have been asserted **based on the facts alleged** in the  
17 Litigation **and that arise from four years prior to the filing of the Litigation up to and**  
18 **including the Opt-Out Date** (the “Settlement Class Release”). The Settlement Class  
19 Release shall be included as part of the Final Approval Order so that all claims released  
20 thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue  
21 preclusion (the “Released Class Claims,” and together with Plaintiffs’ Released Claims,  
22 the “Release Claims”). The Released Class Claims shall constitute and may be pled as a  
23 complete defense to any proceeding arising from, relating to, or filed in connection with  
24 the Released Class Claims.

25 IN WITNESS WHEREOF, this Amendment to the Settlement Agreement has been duly  
26 executed on behalf of the Parties, as follows:

<p>HAMMONDLAW, P.C.</p> <p>By:  JULIAN HAMMOND ARI CHERNIAK POLINA BRANDLER Attorneys for Plaintiffs JOHN DOE I and JOHN DOE II</p> <p>Dated: February 4, 2025</p>	<p>BAKER &amp; HOSTETLER LLP</p> <p>By:  TERESA C. CHOW ALEXIS CRUZ Attorneys for Defendant CEREBRAL, INC.</p> <p>Dated: February 4, 2025</p>
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN FRANCISCO**

18 **JOHN DOE I, and JOHN DOE II**, individually  
19 and on behalf of all others similarly situated,

20 Plaintiffs,

21 vs.

22 **CEREBRAL, INC.**, a Delaware Corporation,  
23

24 Defendant.  
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28

Case No.: CGC-23-605585

**SECOND ADDENDUM TO  
SETTLEMENT AGREEMENT**

1 The Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) entered  
2 into by and between Cerebral, Inc. (“Cerebral” or “Defendant”) and John Doe I and John Doe II  
3 (“Plaintiffs”) on October 28, 2024, and the Addendum to the Settlement Agreement entered into  
4 between Plaintiffs and Defendant on February 4, 2025, are hereby amended as follows (additions  
5 are in **bold** and deletions are in ~~strikethrough~~):

6 **Paragraph 10(e) is amended as follows:**

7 “Claimant(s)” shall have the meaning given in Paragraph ~~34~~ **33**.

8  
9 **Paragraph 10(p) is amended as follows:**

10 “In-Kind Payment” means the provision **to each Claimant** of an offer for ~~30% off each~~  
11 ~~Settlement Class Member’s first three months for a Cerebral monthly Medication, Therapy,~~  
12 ~~or a \$300 credit (“Credit”) toward amounts billed to their account as self-pay for~~  
13 **services (“Services”) under Cerebral’s Therapy & Medication plan (“Plan”).** Cerebral  
14 will ~~generate a coupon code that can be provided to Settlement Class members who timely~~  
15 ~~submit a valid Claim Form~~ **provide each Claimant with a Unique Claimant**  
16 **Identification Number (“Claimant ID”), and code to redeem the Credit (“Redemption**  
17 **Code”).**

18  
19 **Paragraph 23 is amended as follows:**

20 Each Settlement Class Member who submits a valid claim (**Claimant**) shall be entitled to  
21 an offer for a ~~30% off~~ **\$300 Credit toward amounts billed to their account as self-pay**  
22 **for Services under the Plan** ~~the Settlement Class Member’s first three months for a~~  
23 ~~Cerebral monthly Medication, Therapy, or Therapy & Medication plan. To redeem the~~  
24 **Credit, a Claimant shall email support@cerebral.com with their first name, last**  
25 **name, Claimant ID, and Redemption Code. Cerebral shall generate a Coupon Code to**  
26 ~~be shared with Class Counsel within Ten (10) Days after this Court enters the Preliminary~~  
27 ~~Approval Order, and to be provided to each Class Member who timely submits a valid~~  
28 ~~Claim Form. The Credit will be applied only to eligible services billed as self-pay, and~~  
29 **cannot be applied to any services billed to accounts paid by insurers or to amounts**  
30 **billed for medications purchased from CerebralRx.**

31  
32 **Paragraph 31 is amended as follows:**

33 To make a claim, a Settlement Class Member must complete and submit a valid, timely,  
34 and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website,  
35 **by email, or by mail.**

36  
37 **Paragraph 43 is amended as follows:**

38 Within forty-five (45) Days following entry of the Preliminary Approval Order (“Notice  
39 Date”), the Settlement Administrator shall provide the Long-Form Notice via the most  
40 recent e-mail address associated with each Settlement Class Member’s Cerebral account.  
41 For those emails that bounce back, the Settlement Administrator shall promptly perform

1 an in-depth search for a valid email address and resend the Long-Form-Notice to that  
2 updated email address **within fifteen days of the bounce back**. If no valid email address  
3 can be found for fifteen percent (15%) or more of all Settlement Class Members (*i.e.*, e-  
4 mail notice success rate is less than 85% of the class) the Settlement Administrator shall  
5 mail a post card notice, attached as Exhibit C, to the Settlement Class Member's most  
6 recent mailing address. If the postcard notice is returned to the Settlement Administrator  
7 with a forwarding address, it will be automatically re-mailed to the updated address **within**  
8 **thirty days of receipt of the undeliverable Postcard**. If the postcard Notice is returned  
without a forwarding address, it will be sent through an advanced address search process  
in an effort to find a more current address for the record. If an updated address is obtained  
through the advanced search process, the Settlement Administrator will re-mail the notice  
to the updated address **within thirty days of receipt of the undeliverable Postcard**.

9 **Paragraph 45 is amended as follows:**

10 Claimants shall be able to submit their claims via the website, **via email, or via mail**.

11 **Paragraph 46 is amended as follows:**

12 The Settlement Website shall be maintained from the Notice Date ~~until sixty (60) Days~~  
13 ~~after the Claims Deadline has passed~~ **through the completion of settlement**  
14 **administration.**

15 **Paragraph 47 is amended as follows:**

16 Claim Forms shall be returned or submitted to the Settlement Administrator online, **via**  
17 **email, or by mail**, or be forever barred unless such claim is otherwise approved by the  
Court at the Final Approval Hearing, for good cause shown as demonstrated by the  
applicable Settlement Class Member

18 **Paragraph 49 is amended as follows:**

19 Any Settlement Class Member who wishes to object to the proposed Settlement Agreement  
20 must ~~file with the Court and~~ serve a written objection(s) to the Settlement ("Objection(s)")  
21 on the Settlement Administrator, at the address set forth in the Long- Form Notice, **or by**  
**email to the email address set forth in the Long Form Notice.**

22 **Paragraph 51 is amended as follows:**

23 Objections must ~~be filed with the Court and~~ served on the Settlement Administrator no  
24 later than the Objection Deadline. The Objection Deadline shall be included in the Long-  
Form Notice.

25 **Paragraph 53 is amended as follows:**

26 An objecting Settlement Class Member has the right, but is not required, to attend the Final  
27 Approval Hearing. ~~If an objecting Settlement Class Member intends to appear at the Final~~  
28 ~~Approval Hearing, either with or without counsel, he or she must also notify the Court (as~~  
~~well as Class Counsel and Defendant's Counsel) by the Objection Deadline.~~

a. ~~If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member 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 in his or her Objection.~~

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to appear and be heard at the Final Approval Hearing, but such Settlement Class Member's written Objection may be considered by the Court in ruling on any motion for final approval.



**Paragraph 55 is amended as follows:**

Each Settlement Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members may also mail or submit the exclusion form via the Settlement Website or via email. The written notice must clearly manifest a Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked or submitted online or by email no later than the Opt-Out Date

**Paragraph 66 stricken in its entirety.**

IN WITNESS WHEREOF, this Amendment to the Settlement Agreement has been duly executed on behalf of the Parties:

Dated: July 8 2025

HAMMONDLAW, P.C.  By:  JULIAN HAMMOND ARI CHERNIAK POLINA BRANDLER Attorneys for Plaintiffs JOHN DOE I and JOHN DOE II	BAKER & HOSTETLER LLP  By:  TERESA C. CHOW ALEXIS CRUZ Attorneys for Defendant CEREBRAL, INC.
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*Attorneys for Defendant*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN FRANCISCO**

18 **JOHN DOE I, and JOHN DOE II**, individually  
19 and on behalf of all others similarly situated,

20 Plaintiffs,

21 vs.

22 **CEREBRAL, INC.**, a Delaware Corporation,  
23

24 Defendant.  
25  
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27  
28

Case No.: CGC-23-605585

**THIRD ADDENDUM TO  
SETTLEMENT AGREEMENT**

1 The Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) entered  
2 into by and between Cerebral, Inc. (“Cerebral” or “Defendant”) and John Doe I and John Doe II  
3 (“Plaintiffs”) on October 28, 2024, the Addendum to the Settlement Agreement entered into  
4 between Plaintiffs and Defendant on February 4, 2025, and the Second Addendum entered into  
5 between Plaintiffs and Defendants on July 8, 2025, are hereby amended as follows (additions are  
in **bold** and deletions are in ~~strikethrough~~):

6 **Paragraph 10(jj) is amended as follows:**

7 “Settlement Class” means all Cerebral account holders with California addresses, to whom  
8 Cerebral sent a data incident notification letter on or about March 6, 2023. Excluded from  
9 the Class are Cerebral and its affiliates, parents, subsidiaries, officers, and directors, as well  
10 as the judge(s) presiding over this matter and the clerks of said judge(s). **Also excluded**  
11 **are arbitral claimants, and individual plaintiffs in *In Re: Cerebral, Inc. Privacy***  
12 ***Practices* (Central District of California Case No. 2:23-cv-1803-FMO (MAAx), with**  
13 **whom Cerebral has reached confidential settlements with respect to the March 6,**  
14 **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 as described in Section X below.

14 **Paragraph 23 is amended as follows:**

15 Each Settlement Class Member who submits a valid claim (Claimant) shall be entitled to  
16 an offer for a \$300 Credit toward amounts billed to their account as self-pay for Services  
17 under the Plan. To redeem the Credit, a Claimant shall email support@cerebral.com with  
18 their first name, last name, Claimant ID, and Redemption Code. The Credit will be applied  
19 only to eligible services billed as self-pay, and cannot be applied to any services billed to  
20 accounts paid by insurers or to amounts billed for medications purchased from CerebralRx.  
21 **The credit must be redeemed within one hundred and twenty (120) days of the**  
22 **issuance of the Credit to the Claimants. There is not a deadline by which the entire**  
23 **credit must be used. If a Claimant requested that Cerebral transition their account**  
24 **to self-pay billing to utilize the Credit, the Claimant would lose any remaining balance**  
25 **on the Credit if they request that the account be changed back to an insurer-pay**  
26 **account prior to exhausting the Credit. Likewise, if a Claimant requested that**  
27 **Cerebral close their account while a balance remains on the Credit, the Claimant**  
28 **would lose that remaining balance.**

23 **Paragraph 43 is amended as follows:**

24 Within forty-five (45) Days following entry of the Preliminary Approval Order (“Notice  
25 Date”), the Settlement Administrator shall provide the Long-Form Notice via the most  
26 recent e-mail address associated with each Settlement Class Member’s Cerebral account.  
27 For those emails that bounce back, the Settlement Administrator shall promptly perform  
28 an in-depth search for a valid email address and resend the Long-Form-Notice to that  
updated email address within fifteen days of the bounce back. If no valid email address can  
be found for ~~fifteen percent (15%) or more of all any~~ Settlement Class Members (~~i.e., e-~~  
~~mail notice success rate is less than 85% of the class~~) the Settlement Administrator shall

1 mail a post card notice, attached as Exhibit C, to the Settlement Class Member's most  
2 recent mailing address. If the postcard notice is returned to the Settlement Administrator  
3 with a forwarding address, it will be automatically re-mailed to the updated address within  
4 thirty days of receipt of the undeliverable Postcard. If the postcard Notice is returned  
5 without a forwarding address, it will be sent through an advanced address search process  
6 in an effort to find a more current address for the record. If an updated address is obtained  
7 through the advanced search process, the Settlement Administrator will re-mail the notice  
8 to the updated address within thirty days of receipt of the undeliverable Postcard.


9 **Paragraph 53.b is amended as follows:**

10 b. Any Settlement Class Member ~~who fails to timely serve an Objection pursuant to~~  
11 ~~this Settlement Agreement, as detailed in the Long Form Notice, and otherwise as ordered~~  
12 ~~by the Court, shall not be permitted to appear and be heard at the Final Approval Hearing~~  
13 **without submitting a written objection in advance** ~~but such Settlement Class Member's~~  
14 ~~written Objection may be considered by the Court in ruling on any motion for final~~  
15 ~~approval.~~


16 IN WITNESS WHEREOF, this Amendment to the Settlement Agreement has been duly  
17 executed on behalf of the Parties:

18 Dated: August 20, 2025

19 HAMMONDLAW, P.C.

20 By:   
21 JULIAN HAMMOND  
22 ARI CHERNIAK  
23 POLINA BRANDLER  
24 Attorneys for Plaintiffs  
25 JOHN DOE I and JOHN DOE II

26 BAKER & HOSTETLER LLP

27 By:   
28 TERESA C. CHOW  
ALEXIS CRUZ  
Attorneys for Defendant  
CEREBRAL, INC.