

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT***Strong, et al. v. LifeStance Health Group, Inc.*, Case No. 2:23-cv-00682-KNL (D. Ariz.)**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by, between, and among: (i) Plaintiffs and Settlement Class Representatives Montana Strong and Debra Yick; (ii) the Settlement Class (as defined herein) and (iii) Defendant LifeStance Health Group, Inc. (“LifeStance” or “Defendant”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This case, captioned *Strong, et al. v. LifeStance Health Group, Inc.* and assigned case number 2:23-cv-00682-KNL, was filed as a putative class action lawsuit in the United States District Court for the District of Arizona by Plaintiffs Montana Strong and Debra Yick on April 21, 2023 (the “Original Complaint”). The material allegations of the Original Complaint centered on Defendant’s alleged use of certain third-party tracking technologies (commonly referred to as pixels) to collect and to disclose its patients’ personally identifiable information to third parties including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta, formerly known as Facebook, and Google LLC without permission in violation of state and federal statutes. The Original Complaint asserted claims for (i) violations of the California Invasion of Privacy Act (“CIPA”), (ii) violations of the California Confidentiality of Medical Information Act (“CMIA”), (iii) violations of the Electronic Communications Privacy Act (“ECPA”), (iv) violations of California’s Unfair Competition Law (“UCL”) (v) violations of the Arizona Consumer Fraud Act

(“ACFA”), (vi) violations of New York General Business Law § 349 (“GBL”), (vii) intrusion upon seclusion, and (viii) breach of confidence.

B. On June 30, 2023, Defendant filed its Motion to Dismiss the Original Complaint in its entirety. Plaintiffs filed their Response in Opposition on July 28, 2023 (amended July 30, 2023) and Defendant filed its Reply on August 11, 2023. Judge Michael T. Liburdi heard oral argument on the Motion on December 19, 2023. During the hearing, Judge Liburdi dismissed the Original Complaint without prejudice and granted Plaintiffs leave to amend.

C. On January 19, 2024, Plaintiffs filed an amended complaint (the “Amended Complaint”). The claims in the Amended Complaint were similar to those in the Original Complaint except Plaintiffs did not include the claim for breach of confidence. On February 23, 2024, Defendant filed its Motion to Dismiss the Amended Complaint in its entirety. Plaintiffs filed their Response in Opposition on March 22, 2024, and Defendant filed its Reply on April 5, 2024. Numerous notices of supplemental authority were filed following the completion of briefing.

D. On August 7, 2024, the case was reassigned to Judge Krissa M. Lanham. On January 28, 2025, Judge Lanham issued a Decision and Order dismissing Plaintiffs’ intrusion upon seclusion claim but denying the motion to dismiss as to all other claims including, but not limited to, the federal ECPA claim.

E. On February 12, 2025, the Court entered a Case Management Order directing fact discovery to be completed by November 7, 2025, expert discovery to be completed by January 30, 2026, dispositive motions filed before April 24, 2026. The Case Management Order also required the Parties to engage in good faith settlement talks before April 30, 2025.

F. The Parties began exploring the prospect of engaging in settlement discussions and—to that end—agreed to participate in a private mediation with Hon. Suzanne H. Segal (Ret.) of Signature Resolution, a well-respected class action mediator.

G. As part of the mediation, and to be in a position to competently assess their respective negotiating positions, the Parties exchanged informal discovery as well as formal initial disclosures and provided the mediator with mediation statements with respect to such issues such as the size and scope of the putative class and certain facts related to the strength of Plaintiffs' claims and Defendant's defenses. The Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

H. The Parties participated in an in-person mediation on April 15, 2025 in Los Angeles, California with Judge Suzanne H. Segal (ret.) of Signature Resolution, during which the Parties engaged in good faith, arms-length negotiations for ten hours. Although the Parties did not reach an agreement at the mediation, they participated in several subsequent remote sessions culminating in a mediator's proposal which the Parties accepted on April 23, 2025.

I. Although the terms of the proposed settlement were set forth in the mediator's proposal, negotiations on the final form of the initial Settlement Agreement ("Initial Settlement Agreement") continued through August 2025.

J. The Parties filed their Motion for Preliminary Approval for the Initial Settlement Agreement on August 29, 2025. *See* Dkt. No. 79.

K. Following the Court's October 6, 2025 Order (Dkt. No. 85) certain provisions of the Initial Settlement Agreement were revised through additional negotiations of the Parties and the final agreement for which Court approval is sought is now reflected in the terms set forth below.

L. LifeStance has, at all times, denied and continues to deny any wrongdoing and/or liability whatsoever; has denied and continues to deny that it committed, threatened, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action (as defined herein); has denied and continues to deny that it is legally responsible to Plaintiffs for any of the claims asserted in the Action; and had believed and continues to believe it would have prevailed at class certification, at summary judgment, and at trial. Nonetheless, considering the uncertainty and risks inherent in any litigation, Defendant believes it is desirable that the Released Claims be fully and finally compromised, settled, resolved, and released with prejudice and has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (as defined herein), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

M. Plaintiffs believe that the claims asserted in the Action against LifeStance have merit and that they would have prevailed at class certification, summary judgment, and trial, if necessary. Nonetheless, Plaintiffs and Class Counsel (as defined herein) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also considered the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally

compromised, settled, resolved, and released with prejudice and have concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class (as defined herein), and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant, by and through their undersigned counsel, that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, resolved, and released, and the Action shall be dismissed on the merits and with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1. “Action” means *Strong v. LifeStance*, No. 2:23-cv-00682, pending in the United States District Court for the District of Arizona.

1.2. “Approved Claim” means a Claim Form delivered to the Settlement Administrator by a Settlement Class Member that: (i) is delivered timely, sworn, and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (ii) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the

Claim Form; (iii) is signed by the Settlement Class Member, physically or electronically; and (iv) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3. “Attorneys’ Fees and Expenses” means the attorneys’ fees, costs and expenses incurred by Class Counsel in connection with investigating, commencing, prosecuting and settling the Action on behalf of Settlement Class Members.

1.4. “CAFA Notice” means the notice of the Settlement Agreement that must be served on government officials in accordance with 28 U.S.C. §1715 and substantially in the form of Exhibit G.

1.5. “Claim” means a claim for Settlement benefits made under the terms of this Settlement Agreement.

1.6. “Claim Form” means the documents substantially in the form attached hereto as Exhibits A and B, as approved by the Court. The Claim Form shall be provided in either electronic or paper format if requested in the manner described in this Agreement.

1.7. “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date ninety (90) Days after the Notice Date, before the Final Judgment. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.8. “Class Counsel” means Hart L. Robinovitch and Ryan J. Ellersick of Zimmerman Reed LLP and David S. Almeida and Britany A. Kabakov of Almeida Law Group LLC.

1.9. “Class Representatives” means the named Plaintiffs in the Action, Montana Strong and Debra Yick.

1.10. “Counsel” means collectively Class Counsel and Defendant’s Counsel.

1.11. “Court” means the United States District Court for the District of Arizona and the Judge presiding over the Action or any future court and judge where this Action may be transferred.

1.12. “Cy Pres Recipients” means Privacy Rights Clearinghouse and Center for Democracy and Technology.

1.13. “Day” or “Days” means calendar days but does not include the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above when computing any period of time prescribed or allowed by this Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.14. “Defendant” means LifeStance Health Group, Inc.

1.15. “Defendant’s Counsel” means Edward R. McNicholas, Andrew J. O’Connor, and Frances Faircloth of Ropes & Gray LLP.

1.16. “Effective Date” means the date five (5) Days after which all of the events and conditions specified in Section 9.1 have been met and have occurred.

1.17. “Exclusion Deadline” means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be delivered, which shall be designated as sixty (60) Days after the Notice Date or such other date as ordered by the Court.

1.18. “Final” for purposes of Section 11.1(e) only, means one Day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to Attorneys’ Fees and Expenses or

Service Awards, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari. Notwithstanding the above, any order modifying or reversing any Attorneys' Fees and Expenses or Service Award, or appeal solely thereof, made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.19. "Final Approval" or "Final Approval Order" means the order entered by the Court finally approving the Settlement Agreement, Attorneys' Fees and Expenses, and the Service Awards to the Class Representatives as fair, adequate and reasonable to members of the Settlement Class in accordance with Fed. R. Civ. P. 23. A proposed Final Approval Order to be submitted to the Court for consideration is appended as Exhibit H.

1.20. "Final Approval Hearing" means the hearing before the Court where the Parties will request that Final Judgment be entered by the Court approving the Settlement Agreement, the Attorneys' Fees and Expenses, and the Service Awards to the Class Representatives.

1.21. "Final Judgment" means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.22. "Injunctive Relief Benefits" means that Defendant has or will discontinue use of all third-party tracking pixels, to the extent any remain, other than tracking pixels compliant with the Health Insurance Portability and Accountability Act ("HIPAA"), for a period of five (5) years from the Effective Date of this Settlement Agreement.

1.23. “Notice” means the notice of this proposed Settlement Agreement, the right to submit a Claim Form, the right of any Settlement Class Member to object or exclude themselves from the Settlement Class, and attend the Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in Section 4 this Agreement, is consistent with the requirements of Due Process and Fed. R. Civ. P. 23(e) and is substantially in the form of Exhibits attached hereto. Attached as Exhibit C is the Email Notice to be distributed by the Settlement Administrator to Settlement Subclass 1 and Settlement Subclass 2 members at their last known email address; Attached as Exhibit D is the Long Form Notice to be published on the Settlement Website. Attached as Exhibit E is the Postcard Notice to be sent to members of Settlement Subclass 1 whose Email Notice is unsuccessfully sent or that “bounce-back” after two attempts by the Settlement Administrator. Attached as Exhibit F is the Postcard Notice to be sent to members of Settlement Subclass 2 whose Email Notice unsuccessfully sent or that “bounce-back” after two attempts by the Settlement Administrator. Attached as Exhibit G is the CAFA Notice.

1.24. “Notice Date” means the date by which the initial direct notice set forth in Section 4.1(b) is complete, which shall be no later than fifty (50) Days after the date of the Preliminary Approval Order.

1.25. “Objection Deadline” means the date by which any written objection to this Settlement Agreement must be made to be considered by the Court, which shall be designated as sixty (60) Days after the Notice Date or such other date as ordered by the Court.

1.26. “Opt-Out” means any member of the Settlement Class who timely and validly elects to be excluded from the Settlement Class per the procedures outlined in this Agreement.

1.27. “Opt-Out Deadline” means the date by which any Opt-Out or exclusion to this Settlement Agreement must be made to be considered by the Court, which shall be designated as sixty (60) Days after the Notice Date or such other date as ordered by the Court.

1.28. “Person” means, without limitation, any individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, agents and/or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.29. “Plaintiffs” means Montana Strong and Debra Yick.

1.30. “Preliminary Approval” means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.31. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing Class Counsel and Class Representatives, and directing Notice thereof to be sent to the Settlement Class. Such notice will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.32. “Released Claims” means any and all actual, potential, filed, known or unknown, capable of being known, fixed or contingent, claimed or unclaimed, suspected or unsuspected, past, present, and future claims, counterclaims, lawsuits, set-offs, demands, liabilities, rights, charges, complaints, actions, suits, causes of action, debts, penalties, contracts or agreements, extra

contractual claims, damages (including statutory, punitive, exemplary, or multiplied damages), disgorgement, pre-judgment interest, restitution, appointment of a receiver, injunctive, declaratory, equitable, or any other form of relief, expenses, costs, attorneys' fees and expenses, losses, and/or obligations, of any nature whatsoever (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, indirect, or derivative, matured or not matured, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of, based upon, connected to, or relating in any way to any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding allegations, facts, or circumstances described in the Action, Defendant's use of the Meta Pixel, Google Analytics, and/or any other tracking, analytics, and/or advertising technologies (the "Tracking Technologies"), and the alleged disclosure, use, interception or transfer of information of or related to Plaintiffs through use of the Tracking Technologies (the "Tracking Technology Disclosure"), including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any or all of the Released Parties relating to, concerning, or arising out of the use of the Tracking Technologies and/or the Tracking Technology Disclosure through the date of the Preliminary Approval Order.

For the avoidance of doubt, the Released Claims include any claims (known or unknown) that were or could have been raised in or that relate to the allegations or subject matter of the Action. The Released Claims shall not include any claims for personal injury or medical malpractice related to medical services provided by Defendant.

Nothing herein is intended to release any claims that any governmental agency or governmental actor has against Defendant. The Released Claims shall be included as part of any

Final Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. Released Claims shall not include the claims of Opt-Outs.

1.33. “Released Parties” means LifeStance Health Group, Inc., its present or past parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and related entities or affiliates of any nature whatsoever, whether direct or indirect, as well as any and all of its and the aforementioned individuals’ or entities’ respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent entities, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, customers, insurers, reinsurers, subrogees, directors, managing directors, officers, partners, principals, members, providers, trustees, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, representatives, successors in interest, assigns, companies, firms, trusts, and corporations, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in this Action.

1.34. “Releasing Parties” means Plaintiffs and Settlement Class Members (excluding Opt-Outs, if any), and all and each of their respective present or past spouses, heirs, beneficiaries, guardians, executors, estates, administrators, representatives, predecessors, successors, assigns, insurers, partners, affiliates, agents, trustees, attorneys, accountants, financial and other advisors, successors in interest, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

1.35. “Service Awards” shall have the meaning ascribed to it as set forth in Section 10.4 of this Settlement Agreement. The Service Awards requested in this matter will be no more than

\$2,500.00 to each Class Representative, subject to Court approval, and will be in addition to any other Settlement benefits each Class Representative may receive.

1.36. “Settlement” means the settlement reflected by this Settlement Agreement.

1.37. “Settlement Administration Expenses” means the reasonable expenses incurred by the Settlement Administrator for providing Notice, processing claims, maintaining the Settlement Website and a toll-free phone number, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, distributing Settlement benefits and related services. Settlement Administration Expenses shall be paid through the Settlement Fund.

1.38. “Settlement Administrator” means Angeion Group, LLC or such other claims administration company that has been selected by Plaintiffs’ counsel, subject to Defendant’s approval, which shall not be unreasonably withheld, and approved by the Court to oversee the distribution of Notice, creation and maintenance of the Settlement Website and toll free call center, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.39. “Settlement Class” is defined as all natural persons who are members of Settlement Subclass 1 and Settlement Subclass 2 and pursuant to the class list provided by LifeStance.

- (a) **Settlement Subclass 1**: All members of LifeStance’s total patient population who booked at least one session through LifeStance’s online booking tool, accessed through LifeStance’s public website lifestance.com, between March 1, 2020 and April 30, 2023.
- (b) **Settlement Subclass 2**: All other members of LifeStance’s total patient population between March 1, 2020 and April 30, 2023, not including those in Settlement Subclass 1.

Excluded from the Settlement Class are: (i) Defendant’s officers and directors and any entity in which Defendant or its parents have a controlling interest; (ii) all Settlement Class Members who

timely and validly request exclusion; and (iii) Defendant's Counsel and in-house counsel who advised Defendant on the Action. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

1.40. "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above.

1.41. "Settlement Fund" means the aggregate of the non-reversionary Settlement Subclass 1 and non-reversionary Settlement Subclass 2 Fund in the amount of three million, twenty-seven thousand, eight hundred seventy-four dollars and forty-four cents (\$3,027,874.44).

1.42. "Settlement Subclass 1 Fund" means the non-revisionary, common fund created by Defendant in the amount of one million, two hundred and three thousand, four-hundred-and-five dollars (\$1,203,405.00) U.S. Dollars to fund the Settlement Subclass 1 cash payments.

1.43. "Settlement Subclass 2 Fund" means the non-revisionary, common fund created by Defendant in the amount of one million eight hundred twenty-four thousand four hundred sixty-nine dollars and forty-four cents (\$1,824,469.44) U.S. Dollars to fund the Settlement Subclass 2 cash payments.

1.44. "Settlement Website" means a website, referenced in Section 4.1(f) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing Notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Section 4.1(f).

1.45. "United States" as used in this Settlement Agreement includes all 50 states, the District of Columbia and all United States territories.

1.46. "Unknown Claims" means claims relating in any way to the subject matter of the Action that any of the Releasing Parties does not know or suspect to exist, which if known by him

or her might have affected his or her settlement with and release of the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to, and/or participate in the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs (excluding Opt-Outs, if any) expressly shall have, and by operation of the Court's entry of the Final Judgment the Releasing Parties shall have, released any and all Released Claims, including Unknown Claims. Upon the Effective Date, Plaintiffs (excluding Opt-Outs, if any) expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, Plaintiffs (excluding Opt-Outs, if any) expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Court's entry of the

Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. SETTLEMENT RELIEF.

2.1. Settlement Fund: In exchange for the releases provided herein, Defendant agrees to fund a non-reversionary Settlement Fund in the amount of three million, twenty-seven thousand, eight hundred seventy-four dollars and forty-four cents (\$3,027,874.44). The Settlement Fund is the aggregate total of the Settlement Subclass 1 Fund and the Settlement Subclass 2 Fund. The Settlement Fund shall be funded as follows:

- (a) One half (1/2) of the Settlement Fund shall be placed in a qualified escrow account, to be established by the Settlement Administrator for the benefit of the Settlement Class within twenty-one (21) days after the Court's entry of the Preliminary Approval Order;
- (b) One half (1/2) of the Settlement Fund (the remaining funds) will be placed in the previously established escrow account seven (7) days prior to the Final Approval Hearing.

2.2. Benefits Provided to Specific Subclasses to Settlement Class Members. If the proposed settlement receives Final Approval, Defendant will provide to Settlement Class Members the following benefits on the terms set forth below:

- (a) **Settlement Subclass 1:** all members of Settlement Subclass 1 who timely submit Approved Claim Forms will receive a *pro rata* cash payment from the Settlement Subclass 1 Fund less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses and Injunctive Relief Benefits. The *pro rata* allocation of the Settlement Subclass 1 Fund is on a per claimant basis not a per appointment or per website visit basis. No unpaid amounts from the fund pursuant to this provision will remain with or revert back to Defendant. Any residual funds, including undistributed amounts from uncashed checks or unprocessed payments after passage of one hundred and twenty (120) days shall be paid to the Cy Pres Recipients in equal shares.
- (b) **Settlement Subclass 2:** all members of Settlement Subclass 2 who timely submit Approved Claim Forms will receive a *pro rata* cash payment from the Settlement Subclass 2 Fund less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration

Expenses and Injunctive Relief Benefits. The *pro rata* allocation of the Settlement Subclass 2 Fund is on a per claimant basis not a per appointment or per website visit basis. No unpaid amounts from the fund pursuant to this provision will remain with or revert back to Defendant. Any residual funds, including undistributed amounts from uncashed checks or unprocessed payments after passage of one hundred and twenty (120) days shall be paid to the Cy Pres Recipients in equal shares.

2.3. Use of the Settlement Fund. The Settlement Subclass 1 and Settlement Subclass 2 Funds shall be used to pay for: (i) reasonable Settlement Administration Costs incurred and as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Award if and as approved by the Court and (iv) any Attorneys' Fees and Expenses if and as approved by the Court thereby yielding net settlement funds (the "Net Settlement Fund"), which shall, in turn, be distributed in its entirety to Settlement Subclass 1 Members and Settlement Subclass 2 Members who submit an Approved Claim in accordance with Paragraph 2.2.

2.4. Settlement Fund Payment Timing.

- (a) *Attorneys' Fees and Expenses.* Within twenty (20) days from the Effective Date, the Settlement Administrator shall pay Attorneys' Fees and Expenses as ordered by the Court from the Settlement Fund.
- (b) *Service Award.* Within twenty (20) days from the Effective Date, each Class Representative shall be paid an amount equal to the Class Representatives' Service Awards as ordered by the Court, to be paid as described in Section 10.4 from the Settlement Subclass 1 Fund.
- (c) *Payment of Valid Approved Claims.* Within thirty (30) days from the Effective Date, each member of Settlement Class Member who submits a timely and valid Approved Claim shall be paid a pro rata share of their respective Net Settlement Subclass 1 or Net Settlement Subclass 2 Fund. Each Settlement Class Member may choose to receive his or her cash payment via electronic method (Venmo, PayPal, virtual prepaid card, or Zelle). Payment by paper check will be the payment method in the event that a Settlement Class Member does not state a preferred electronic method of payment.

2.5. Proof of Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.6. Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.4 and 2.5, above, or is delivered after the Claims Deadline.

2.7. BAA. The approved Settlement Administrator shall agree to execute a business associate agreement that is compliant with the Health Insurance Portability and Accountability Act of 1996 or other comparable agreement acceptable to Defendant's Counsel ensuring the protection of any personally identifiable information supplied by Defendant pursuant to the terms of this Agreement.

2.8. Cash Benefit – Uncleared Checks. Those Settlement Class Members whose cash benefit checks are not cleared or honored within one hundred twenty (120) Days after issuance will be ineligible to receive a cash Settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Member. Unpaid funds from uncleared checks will in no event revert to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to the Cy Pres Recipients in equal shares. If one Cy Pres Recipient is rejected by the Court, any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to the remaining Cy Pres Recipient that is approved. If both Cy Pres Recipients are rejected, the Court may appoint a substitute Cy Pres Recipient.

2.9. Limitation of Liability. Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment

or distribution of the claims payments once such payments are funded to the Settlement Administrator; (iii) the formulation, design, or terms of the disbursement of the claims payments once such payments are funded to the Settlement Administrator; (iv) the determination, administration, calculation, or payment of any claims assessed by the Settlement Administrator in connection with this Settlement; or (v) the filing of any returns or the payment or withholding of any taxes, expenses, and/or costs incurred by any Releasing Party in connection with the taxation of the payments Defendant makes or the Settlement Administrator distributes pursuant to this Agreement. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid or unpaid under the Settlement Agreement.

2.10. Third-Party Creditors. In the event a third party including, but not limited to, a bankruptcy trustee or former spouse, has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

3. RELEASE.

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties. The Final Judgment shall provide that the Action is dismissed with prejudice as to the Releasing Parties.

3.2. Immediately upon the Effective Date, each of the Releasing Parties shall be deemed to have, and by operation of the Court's entry of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against each of the Released Parties. Further, upon the Effective Date and to the fullest extent permitted by law, each Settlement

Class Member (excluding Opt-Outs, if any) shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

3.3. Immediately upon the Effective Date, Settlement Class Members (excluding Opt-Outs, if any) shall be bound by this Agreement and shall have recourse only to the benefits, rights, and remedies provided herein. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against any of the Released Parties with respect to any of the Released Claims.

3.4. The Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims. In the event any Settlement Class Member attempts to prosecute an action in contravention of the Court-entered Final Judgment or this Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Judgment to such Settlement Class Member and advise such Settlement Class Member of the release provided pursuant to the Agreement. If so requested by Defendant or Defendant's Counsel, Class Counsel shall provide the notice and communication described in the preceding sentence.

3.5. The Parties agree that the Released Parties will suffer irreparable harm if any Releasing Party asserts or threatens to assert any Released Claim against any Released Party, and that, in that event, the Released Party may seek an injunction as to such action without further showing of irreparable harm in this or any other forum. Further, any Releasing Party that asserts or threatens to assert any Released Claim against any Released Party may be liable to that Released

Party for the Released Party's reasonable attorneys' fees and any costs incurred to defend against the Released Claims, including without limitation fees and costs incurred to secure the injunction.

3.6. Without in any way limiting the scope of the Released Claims, the Released Claims cover any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing any and all Settlement Class Members, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

4. NOTICE TO THE CLASS.

4.1. The Notice plan shall consist of the following:

(a) *Settlement Class List.* No later than thirty (30) days after the Court's entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator an electronic list from its records that includes the names and email addresses, to the extent in Defendant's possession, belonging to Settlement Class Members. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Settlement Class Members to retain Class Counsel for any other matters or disputes. Defendant shall provide the Class List to the Settlement Administrator only for the purposes of settlement administration. The Settlement Administrator shall be permitted to provide contact information for Settlement Class Members to Class Counsel for purposes of effectuating this Settlement Agreement, assisting Settlement Class Members to exercise

their rights under the Settlement Agreement and/or to contact Settlement Class Members to advise them of their rights under the Settlement Agreement.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, the Settlement Administrator, no later than the Notice Date, shall send Notice via email substantially in the form attached as Exhibit C along with an electronic link to the Claim Form and Settlement Website to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice. If the second attempt at email notice results in a bounce-back, the Settlement Administrator shall mail a postcard notice to the Settlement Class Member at their last-known mailing address possessed by Defendant, if any, in the form of Exhibits E to members of Settlement Subclass 1 and Exhibit F to members of Settlement Subclass 2.

(c) *Reminder Notice.* Both thirty (30) Days prior to the Claims Deadline and seven (7) Days prior to the Claims Deadline, the Settlement Administrator shall send a reminder Notice via email substantially in the form attached as Exhibit C (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Settlement Website, Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List and who have not yet submitted a Claim. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligations to additional email or any paper notices.

(d) *Supplemental Reminder Notices.* In their discretion, Class Counsel may request that the Settlement Administrator send supplemental reminder Notices via email

substantially in the form attached as Exhibit C (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Settlement Website and Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List and who have not yet submitted a Claim.

(e) *Settlement Website and Long-Form Notice.* Within fifty (50) Days from the Court's entry of the Preliminary Approval Order, a Long-Form Notice, substantially in the form of Exhibit D, shall be provided on a Settlement Website which shall be administered and maintained by the Settlement Administrator. The Settlement Website shall provide Settlement Class Members with the ability to review and download documents related to the settlement, including the operative Complaint, Settlement Agreement, Long Form Notice, and shall include the ability to file Claim Forms online. The Settlement Website shall also include a Frequently Asked Question section and a toll-free number for the Settlement Class to ask questions to the Settlement Administrator. The Long Form Notice provided on the Settlement Website (www.lifestancepixelsettlement.com) shall be substantially in the form of Exhibit D hereto. The Settlement Website shall be maintained from the Notice Date until one hundred twenty (120) Days after the Effective Date. Defendant shall place a banner on its website that links to the Settlement Website, which shall be maintained from the Notice Date until one hundred twenty (120) Days after the Effective Date.

(f) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may respond to inquiries from Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement and their rights.

More general inquiries from Settlement Class Members regarding the settlement that do not involve legal advice may be responded to by the Settlement Administrator.

5. OBJECTIONS.

5.1. The Notice shall advise the Settlement Class of their rights, including the right to file a Claim Form or to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (i) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (ii) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel. The Notice shall also inform members of the Settlement Class that they will be represented by Class Counsel or alternatively have the right to retain and have their own attorney enter an appearance on their behalf at their own cost.

5.2. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing prior to the Objection Deadline, which must be personally signed by the objector, and must include: (i) the case name and number of the Action; (ii) the objector's full name, current address, telephone number, and email address; (iii) proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, proof of being a LifeStance patient during relevant time period, proof of having booked an appointment through LifeStance's online booking tool hosted at lifestance.com during the relevant period, and/or a

sworn declaration attesting to facts sufficient to show that they are a member of Settlement Subclass 3); (iv) an explanation of the basis upon which the objector claims to be a Settlement Class Member all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (v) the Settlement Class Member's signature (digital or handwritten); (vi) if the Settlement Class Member is represented by counsel, the name, contact information (address, telephone number, and email address) and state bar(s) to which counsel is admitted, as well as associated state bar numbers, of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (vii) copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) the signature (digital or handwritten) of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; (ix) whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (x) a list, including case name, court, and docket number of all other cases in which the objector and the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (xi) a statement indicating whether the objector intends to appear at the Final Approval Hearing, and if so, whether personally or through Objecting Attorneys who file an appearance with the Court in accordance with the Court's Rules.

5.3. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must also include: (i) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; and (ii) a description of any

documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

5.4. 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 file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline, take all other actions or make any additional submissions as may be required in the Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Notice.

5.5. Class Counsel and Defendant's Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law filed with the Court prior to the Final Approval Hearing.

5.6. Any Settlement Class Member who fails to timely file and serve an objection and notice, if applicable, prior to the Objection Deadline, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to the requirements set forth in this Section 5, and otherwise as ordered by the Court: shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing; shall not have their written objection and related documents considered by the Court; shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means, and; shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of Section 5.

5.7. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

6. EXCLUSIONS/OPT OUTS.

6.1. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request received by the Settlement Administrator on or before the Exclusion Deadline approved by the Court and specified in the Notice.

6.2. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing (i) his or her full name, current address, telephone number, and email address, (ii) signature (digital or handwritten), (iii) the name and/or docket number of the Action, and (iv) a statement that he or she unequivocally wishes to be excluded from the Settlement Class for purposes of this Settlement.

6.3. A request to be excluded that does not include all of this information, that is sent to an address other than that designated in the Notice, or that is received by the Settlement Administrator within the time specified, shall be invalid, and the Settlement Class Member serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Opt-Outs shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; (iv) shall retain all rights and claims that they may have and shall not be subject to the Release; or (v) be entitled to object to any aspect of this Agreement.

6.4. The request for exclusion must be personally signed by the Person requesting exclusion; that is, so-called “mass” or “class” opt-outs shall not be allowed. Any requests for exclusion purporting to seek exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator. To be valid, a request for exclusion must be received by the Settlement Administrator by the date specified in the Notice. Defendant reserves

its legal rights and defenses relating to any Opt-Outs including, but not limited to, any defenses relating to whether any Opt-Out is a Settlement Class Member or has standing to bring a claim against Defendant.

6.5. 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 process.

6.6. No later than fourteen (14) Days before the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a complete and final list of all accepted Claims, all Objections, all Opt-Outs, and copies of all requests for exclusion that were delivered to the Settlement Administrator. Class Counsel will present to the Court the number of Opt-Outs (if any), no later than seven (7) Days before the Final Approval Hearing, but may not provide their personal information (though Class Counsel should alert the Court that such information is maintained by the Settlement Administrator), except that upon the Court's request, Class Counsel may provide the Court a list of Opt-Outs with all personal information other than first names, last initials, cities, and states of residence redacted.

6.7. Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

6.8. The Parties shall negotiate a statement, which shall be the exclusive public statement by the Parties, Class Counsel, and Defendant's Counsel concerning the Settlement. No press releases or postings on social media will be made about the Settlement by Class Counsel, the Class Representatives, Defendant, or Defendant's Counsel other than the above-described mutually agreed exclusive statement. This restriction, by its terms, does not apply to the Settlement Website nor does it prevent Class Counsel from postings concerning the Settlement on their respective firm websites. Notwithstanding the foregoing, Defendant and the other Released Parties shall not be restricted in making any statement about the Action or Settlement in response to any government inquiry, or in connection with any financial or regulatory filing, or in any disclosure required by law.

7. SETTLEMENT ADMINISTRATION.

7.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator,

including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide electronic notice of the Settlement terms to all Settlement Class Members for whom Defendant has provided a valid email address;

(b) Cause Notice to be effectuated in accordance with the terms of the Agreement and any orders of the Court;

(c) Administer the Settlement process as set forth in this Agreement and as directed by Class Counsel, subject to the Court's supervision and direction as circumstances may require, including assisting Settlement Class Members in completing and submitting any necessary forms;

(d) Make available for inspection by Defendant's Counsel, or Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) Days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(e) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(f) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Claims Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(g) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice; and

(h) Undertake all other tasks that are reasonably necessary to implement and administer the Settlement.

7.2. Claim Forms that do not meet the terms and conditions of this Agreement shall be promptly rejected by the Settlement Administrator.

7.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.

The Settlement Administrator shall have thirty (30) days from the Claims Deadline to exercise the right of rejection. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.4 and/or 2.5 above or is delivered after the Claims Deadline. As part of this process, the Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness. Each Settlement Class Member who submits a timely, but incomplete, inadequately supported, or invalid Claim Form to the Settlement Administrator must be given notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) Days of the date of the notice or the Claims Deadline, whichever is later. The Settlement Administrator shall notify the Settlement Class Member through the email address provided in the Claim Form of the rejection. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the deficiency is not cured within the permitted time period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Approved Claim, including a Claim Form deemed defective but timely cured, shall be considered claimants.

7.4. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, employing reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing approved claims with the Settlement Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an approved claim and shall reject Claim Forms that fail to (a) comply with the

instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator will have the discretion to undertake, or cause to be undertaken, further verification and investigation, including the nature and sufficiency of any Claim Form. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

7.5. Claims must be submitted by the Settlement Class Member. Except for claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of this Agreement will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.

7.6. Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Hon. Suzanne H. Segal (ret.) for binding determination.

7.7. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

7.8. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty-five (365) Days after entry of a Final Judgment.

7.9. Class Counsel or the Settlement Administrator will provide other reports or information that the Court or Parties may request.

7.10. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel an appropriate affidavit or declaration from the Settlement Administrator to file with the Court concerning compliance with the Court-approved notice program. The declaration will also report the final amount of timely Opt-Outs and objections received.

8. TERMINATION OF SETTLEMENT.

8.1. Subject to Sections 11.1-11.3 below, Defendant or Class Representatives on behalf of the Settlement Class shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) Days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect (or grants preliminary approval through an order that differs from the terms of this Agreement in any material respect); (ii) the Court’s refusal to grant Final Approval of this Agreement in any material respect (or grants Final Approval through an order that materially differs in substance from Exhibit H hereto); (iii) the Court’s refusal to enter the Final Approval Order or Final Judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order or Final Judgment is modified or reversed in any material respect by a court of appeals; (v) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement; or (vi) the date upon which an Alternative Judgment, as defined in Section 11.1(e) of this Agreement, is modified or reversed in any material respect by a court of appeals.

8.2. Subject to Sections 11.1-11.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement in its entirety by providing written

notice to Class Counsel within seven (7) Days if more than 6,237 of the total Settlement Class Members exercise their right to be excluded from the Settlement.

8.3. If Defendant seeks to terminate the Agreement on the basis of Section 8.2 above, the Parties agree that any dispute as to whether Defendant may invoke Section 8.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to the Hon. Suzanne H. Segal (ret.) for binding determination.

8.4. The Parties agree that the Court's failure to approve, in whole or in part, Attorneys' Fees and Expenses or the Service Awards set forth in Section 10 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination or cancellation of this Settlement Agreement. The procedures for any application for approval of attorneys' fees, expenses, or Service Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

8.5. If this Settlement Agreement is terminated or the Court denies Final Approval, or if the Effective Date should not occur for any reason, then: (i) this Agreement, the Preliminary Approval Order, the Final Judgment (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Action as of the date and time immediately preceding the execution of this Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Agreement nor any part of the Parties settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any ruling regarding class composition or class certification for settlement purposes (including any

Preliminary Approval Order and, if applicable, the Final Judgment), will have any effect or be admissible into evidence for any purpose in the Action or in any other proceeding.

8.6. If the Court does not approve the Settlement or the Effective Date does not occur for any reason, the Parties shall retain all their rights and defenses in the Action. For example, Defendant shall have the right to object to the maintenance of the Action as a class action, to move for summary judgment, and to assert defenses at trial. Nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action, or for any other use.

8.7. In the event this Settlement Agreement is terminated or the Court denies Final Approval or if the Effective Date should not occur for any reason, the Parties shall jointly request that the Court issue a new scheduling order for litigation purposes.

9. PRELIMINARY AND FINAL APPROVAL ORDER.

9.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement Class for Settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits attached hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

9.2. The Parties jointly agree and stipulate to the filing of a Third Amended Complaint asserting claims on behalf of the Settlement Class defined in Paragraph 1.39 solely for the purpose of re-defining the classes established in the Third Amended Complaint to be consistent with the Settlement Classes defined in this Agreement.

9.3. The Parties jointly agree and stipulate to class certification for the Settlement Class and each subclass set forth in Paragraph 1.39 under Fed.R.Civ.P. 23 for settlement purposes only. The Parties jointly agree and stipulate that each required element of Fed.R.Civ.P. 23(a) and 23(b)(2) and 23(b)(3) are satisfied and class certification can be granted for the defined Settlement Class and each subclass for settlement purposes only.

9.4. Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issues, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument

for certifying any class for any purpose related to this Action or any other proceeding. If the Agreement is terminated or is not finally approved by the Court, or if the Effective Date should not occur for any reason, then Plaintiffs' 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. In that event, Defendant reserves the right to assert any and all objections and defenses to certification of a class, and neither the Agreement nor any order or other action relating to the Agreement shall be offered by any Person in any litigation or other proceeding against Defendant or any Related Party as evidence in support of a motion to certify any class.

9.5. At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and enter a Final Approval Order as set forth herein.

9.6. The Parties may file a response to any objections and a motion for final approval no later than fourteen (14) Days before the Final Approval Hearing.

9.7. The Final Approval Hearing shall be no earlier than ninety (90) Days after the Notice described in Section 4.1(e) is provided.

9.8. After Notice is given, the Parties shall request and seek to obtain from the Court entry of a Final Approval Order and a Final Judgment, which will (among other things):

(a) Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;

(b) Approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members, in all respects, finding that the Settlement is in good faith; direct the Parties, their respective Counsel, and the Settlement Administrator to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) Find that the Notice implemented pursuant to the Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes valid, due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clauses of the United States Constitution, and the rules of the Court;

(d) Find that after proper Notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Agreement have been made or all timely objections have been considered and are rejected and denied;

(e) Find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) Find that neither the Final Approval Order, Final Judgment, the Settlement, nor the Agreement shall constitute an admission of liability or wrongdoing by any of the Parties;

(g) Dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(h) Incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(i) Find that Releasing Parties shall, as of the entry of the Final Approval Judgment, conclusively be deemed to have fully, finally and forever completely released, relinquished, and discharged the Released Parties from the Released Claims;

(j) Permanently bar and enjoin all Settlement Class Members (excluding Opt-Outs, if any) from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(k) Without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(l) Incorporate any other provisions, as the Court deems necessary and just.

10. CLASS COUNSEL’S ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS.

10.1. Subject to Court approval, Class Counsel may request that the Court approve an award of attorneys’ fees not to exceed one third (1/3) of the Settlement Fund for a total fee request not to exceed one million nine thousand two hundred ninety-one dollars and forty-eight cents (1,009,291.48). In addition to any request for an award of attorneys’ fees, Class Counsel shall be entitled to separately seek recovery of reasonable costs and expenses incurred from the Settlement Fund, subject to Court approval.

10.2. Class Counsel shall file a Motion for Attorneys’ Fees and Expenses and for approval of Service Awards for the Class Representatives at least fourteen (14) Days prior to the Objection Deadline and Opt-Out deadline. The motion papers will be posted on the Settlement Website.

10.3. The Parties did not discuss or agree to any request for or payment of attorney’s fees, costs, or expenses. Defendant retains the right to comment on and/or object to any Motion for Attorneys’ Fees and Expenses and for approval of Service Awards for the Class Representatives.

10.4. If approved, the Attorneys’ Fees and Expenses shall be payable within twenty (20) Days after entry of the Court’s Final Judgment, subject to Class Counsel providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Attorneys’ Fees and Expenses shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then any Persons or firms who shall have received the funds shall be jointly and severally liable for payments made pursuant to this Section and shall return such funds to Defendant.

Additionally, should any parties to the undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) Days of such an occurrence pending a revised order from the Court on the distribution of attorneys' fees and costs awarded.

10.5. Subject to Court approval, the Class Representatives may be paid Service Awards by Defendant, in addition to any Settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of each of their time, efforts, and risks undertaken on behalf of the Settlement Class. The Class Representatives may request a Service Award of up to two thousand five hundred dollars (\$2,500.00) each, for a total of five thousand dollars (\$5,000.00). Class Counsel, in turn, agrees to seek no more than this amount from the Court as a Service Award for the Class Representatives. If approved, such award may come from the Settlement Fund.

10.6. The Parties agree that the Court's approval or denial of any request for Attorneys' Fees and Expenses or Service Awards are not conditions to this Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for the Attorneys' Fees and Expenses or Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Services Awards or the Attorneys' Fees and Expenses, or the amounts thereof, shall be grounds to terminate or cancel this Agreement.

10.7. Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this

Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any Attorneys' Fees and Expenses, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys' Fees and Expenses in the Action and/or Predecessor Actions.

11. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

11.1. The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their respective Counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court-approved Notice has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;
- (d) The Court has entered a Final Approval Order, following Notice to the Settlement Class, and has entered the Final Judgment or a judgment consistent with this Agreement in all material respects; and
- (e) The Final Judgment has become Final, as defined above, or in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment becomes Final.

11.2 If some or all of the conditions specified in Section 11.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 8.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with a modified Agreement and seek Court approval of that. If any Party is in material breach of the terms hereof and fails to cure such material breach within thirty (30) Days of notice, any other Party, provided that it is in substantial

compliance with the terms of this Agreement, may terminate this Agreement on notice to Class Counsel or Defendant's Counsel, as applicable.

11.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Sections 8.1 and 11.1-11.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered.

12. MISCELLANEOUS PROVISIONS.

12.1. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

12.2. The Parties further agree to reasonably cooperate in the defense of this Agreement against objections made to the Settlement or a Final Judgment at the Final Approval Hearing or in any appeal of a Final Judgment or in any collateral attack on this Agreement or a Final Judgment; provided, however, that Defendant shall have sole discretion in deciding whether Defendant will make any filing in respect of any objection, appeal, or collateral attack during the Settlement.

12.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs on the one hand, against each of the Released Parties on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

12.4. It is understood and agreed that no consideration or amount or sum paid, credited, offered, or expended by Defendant in performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

12.5. CAFA Notice: Within ten (10) calendar days after this Agreement is filed with the Court, Defendant shall serve upon relevant governmental officials notice of the Agreement in accordance with 28 U.S.C. §1715.

12.6. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

12.7. The Parties agree to allow reasonable confirmatory discovery, prior to the deadline for filing the Motion for Final Approval to support the motion and the request for class certification for settlement purposes.

12.8. This Agreement is for settlement purposes only. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) Is, may be deemed, constitutes, may be construed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of the validity of any Released Claims, including any claims in the Action or allegations made in any other proceedings, including regulatory matters, directly or indirectly involving the use of Meta Pixel, Google Analytics, and/or any other tracking, analytics, and/or advertising technologies, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Attorneys' Fees and Expenses, or of any alleged wrongdoing, violation of law, liability, negligence, or fault of the Released Parties, or any of them;

(b) Is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) Is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, nor may it be cited or referred to in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Court-entered Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) Is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial;

(e) Is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount; and

(f) Is, may be deemed, or shall be construed as or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

12.9. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect nor affect the meaning or interpretation of this Agreement. In construing this Agreement, the use of singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

12.10. The recitals to this Agreement are integral parts of the settlement and are expressly incorporated and made a part of this Agreement.

12.11. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement or failure of the same term or condition, or waiver of any other term or condition of this Agreement. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the waiving Party.

12.12. All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

12.13. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No covenants, obligations, conditions, representations, warranties, inducements, negotiations, or understanding concerning any part of the subject matter of this Agreement have been made to any Party or relied on concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made

without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.14. Except as otherwise provided herein, each Party shall bear its own costs.

12.15. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

12.16. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs (excluding Opt-Outs, if any) (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

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

12.18. This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. Scanned

signatures or signatures sent by email or facsimile shall be as effective as original signatures. All executed counterparts and each of them shall be deemed to be one and the same instrument, and each shall be deemed an original as against any Party who has signed it. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

12.19. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto, the Released Parties, and the Releasing Parties.

12.20. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the exclusive jurisdiction of the Court for purposes of any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement and its exhibits, but for no other purpose.

12.21. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12.22. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408.

12.23. This Agreement is deemed to have been prepared by Class Counsel and Defendant's Counsel as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties. All terms, conditions, and exhibits are material and necessary to this Agreement and have been relied upon by the Parties in entering into the Agreement.

12.24. Each Party to this Agreement and the signatories thereto warrant that they are acting upon their independent judgment and the advice of their counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Agreement.

12.25. Where this Agreement requires notice to the Parties, such notice shall be sent to the following undersigned counsel: Edward R. McNicholas and Frances Faircloth, Ropes & Gray LLP, 2099 Pennsylvania Ave NW, Washington, DC 20006; Hart L. Robinovitch and Ryan J. Ellersick, 14648 N. Scottsdale Road, Suite 130, Scottsdale, AZ 85254 and David S. Almeida, 849 W. Webster Avenue, Chicago, Illinois 60614.

[REMAINDER OF PAGE LEFT BLANK]

MONTANA STRONG



Date: 11 / 24 / 2025

LIFESTANCE HEALTH GROUP, INC.

Ryan Pardo

BY: _____
Name and Title

Date: _____

DEBRA YICK



Date: 11/24/2025

ZIMMERMAN REED LLP



Hart L. Robinovitch

Date: 11/25/2025

ROPES & GRAY LLP

Edward R. McNicholas

Date: _____

ALMEIDA LAW GROUP LLC



David S. Almeida

Date: 11/25/2025

Attorneys for LifeStance Health Group, Inc.

Attorneys for Plaintiffs & the Class

MONTANA STRONG

Date: _____

LIFESTANCE HEALTH GROUP, INC.

Signed by:


FE92D3A086C5492...

Ryan Pardo

Ryan Pardo

CLO

BY: _____

Name and Title

11/28/2025 | 1:36 PM PST

Date: _____

DEBRA YICK

Date: _____

ZIMMERMAN REED LLP

Hart L. Robinovitch

Date: _____

ROPES & GRAY LLP

Signed by:


A73716EE4FD44C7...

Edward R. McNicholas

11/25/2025 | 10:42 AM EST

Date: _____

ALMEIDA LAW GROUP LLC

David S. Almeida

Date: _____

Attorneys for LifeStance Health Group, Inc.

Attorneys for Plaintiffs & the Class

Exhibit A

Your claim must be
submitted online or
postmarked by:
DEADLINE

Strong v. LifeStance Health Group, Inc.
Case No. 2:23-cv-00682
United States District Court, District of Arizona
LifeStance Pixel Settlement
SETTLEMENT SUBCLASS 1 CLAIM FORM

**LPS1
CLAIM**

GENERAL INSTRUCTIONS

You are eligible to submit this Claim Form if you are a Settlement Class Member that is a part of Settlement Subclass 1, defined as:

- **Settlement Subclass 1:** All members of LifeStance's total patient population who booked at least one session through LifeStance's online booking tool, accessed through LifeStance's public website lifestance.com, between March 1, 2020 and April 30, 2023.

SETTLEMENT CLASS MEMBER BENEFITS

Settlement Subclass 1: all members of Settlement Subclass 1 who timely submit Approved Claim Forms will receive a *pro rata* cash payment from the Settlement Subclass 1 Fund (\$1,203,405.00) less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation of the Settlement Subclass 1 Fund is on a per claimant basis not a per appointment or per website visit basis.

Visit www.lifestancepixelsettlement.com for complete details on the Settlement benefits.

SUBMITTING YOUR CLAIM FORM

To submit a Claim for payment, you may submit a Claim Form:

- (1) **Online:** visit **WEBSITE** to submit a Claim Form online no later than **DEADLINE**; **OR**
- (2) **By mail:** print, complete, and submit this Claim Form by mail so it is postmarked no later than **DEADLINE**, and sent to LifeStance Pixel Settlement, c/o Settlement Administrator, Attn: Claim Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Your claim must be
submitted online or
postmarked by:
DEADLINE

Strong v. LifeStance Health Group, Inc.
Case No. 2:23-cv-00682
United States District Court, District of Arizona
LifeStance Pixel Settlement
SETTLEMENT SUBCLASS 1 CLAIM FORM

**LPS1
CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name		Last Name	
Street Address			
City		State	Zip Code
Email Address		Mobile Phone Number	Notice ID Number

II. CASH PAYMENT

☐ By checking this box and signing below, I confirm that I am a member of Settlement Subclass 1 who booked at least one session through LifeStance's online booking tool, accessed through LifeStance's public website lifestance.com, between March 1, 2020 and April 30, 2023, and am eligible to receive a *pro rata* cash payment.

III. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are eligible to receive a settlement payment: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

**Payment will be mailed to the address provided in Section I of this Claim Form. If no option is selected, payment will be mailed.*

IV. CERTIFICATION & SIGNATURE

By signing below, and submitting this Claim Form, I hereby certify that the information I provided on this Claim Form is true and correct to the best of my knowledge, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: _____ **Printed Name:** _____ **Date:** ____/____/____

Exhibit B

Your claim must be
submitted online or
postmarked by:
DEADLINE

Strong v. LifeStance Health Group, Inc.
Case No. 2:23-cv-00682
United States District Court, District of Arizona
LifeStance Pixel Settlement
SETTLEMENT SUBCLASS 2 CLAIM FORM

**LPS2
CLAIM**

GENERAL INSTRUCTIONS

You are eligible to submit this Claim Form if you are a Settlement Class Member that is a part of Settlement Subclass 2, defined as:

- **Settlement Subclass 2:** All other members of LifeStance's total patient population between March 1, 2020 and April 30, 2023, not including those in Settlement Subclass 1.

Settlement Subclass 1 is defined as all members of LifeStance's total patient population who booked at least one session through LifeStance's online booking tool, accessed through LifeStance's public website [lifestance.com](https://www.lifestance.com), between March 1, 2020 and April 30, 2023.

SETTLEMENT CLASS MEMBER BENEFITS

Settlement Subclass 2: all members of Settlement Subclass 2 who timely submit Approved Claim Forms will receive a *pro rata* cash payment from the Settlement Subclass 2 Fund (\$1,824,469.44) less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation of the Settlement Subclass 2 Fund is on a per claimant basis not a per appointment or per website visit basis.

Visit www.lifestancepixelsettlement.com for complete details on the Settlement benefits.

SUBMITTING YOUR CLAIM FORM

To submit a Claim for payment, you may submit a Claim Form:

- (1) **Online:** visit **WEBSITE** to submit a Claim Form online no later than **DEADLINE**; **OR**
- (2) **By mail:** print, complete, and submit this Claim Form by mail so it is postmarked no later than **DEADLINE**, and sent to LifeStance Pixel Settlement, c/o Settlement Administrator, Attn: Claim Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Your claim must be
submitted online or
postmarked by:
DEADLINE

Strong v. LifeStance Health Group, Inc.
Case No. 2:23-cv-00682
United States District Court, District of Arizona
LifeStance Pixel Settlement
SETTLEMENT SUBCLASS 2 CLAIM FORM

**LPS2
CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name		Last Name	
Street Address			
City		State	Zip Code
Email Address		Mobile Phone Number	Notice ID Number

II. CASH PAYMENT

☐ By checking this box and signing below, I confirm that I am a member of Settlement Subclass 2 and am eligible to receive *pro rata* cash payment from the Settlement Subclass 2 Fund.

III. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are eligible to receive a settlement payment: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

**Payment will be mailed to the address provided in Section I of this Claim Form. If no option is selected, payment will be mailed.*

IV. CERTIFICATION & SIGNATURE

By signing below, and submitting this Claim Form, I hereby certify that the information I provided on this Claim Form is true and correct to the best of my knowledge, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: _____ **Printed Name:** _____ **Date:** ____/____/____

Exhibit C

From: Settlement Administrator

To: «Class Member Email Address»

Subject Line: Strong v. LifeStance – Notice of Proposed Class Action Settlement

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

Notice of Proposed Class Action Settlement *Strong v. LifeStance, No. 2:23-cv-00682 (D. Ariz.)*

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

A proposed Settlement has been reached with LifeStance Health Group, Inc. (“Defendant”) over the alleged use of certain third-party tracking technologies (commonly referred to as pixels) on its public website to collect and to disclose its patients’ personally identifiable information to third parties.

Who is Included?

The Settlement Class includes all natural persons who are members of one of the Settlement Subclasses:

Settlement Subclass 1: All members of LifeStance’s total patient population who booked at least one session through LifeStance’s online booking tool, accessed through LifeStance’s public website lifestance.com, between March 1, 2020 and April 30, 2023.

Settlement Subclass 2: All other members of LifeStance’s total patient population between March 1, 2020 and April 30, 2023, not including those in Settlement Subclass 1.

What does the Settlement Provide?

Under the Settlement, the Defendant agrees to fund a non-reversionary Settlement Fund in the amount of \$3,027,874.44. The Settlement Fund is the aggregate total of the Settlement Subclass 1 Fund (\$1,203,405.00) and the Settlement Subclass 2 Fund (\$1,824,469.44). Settlement Class Members who timely submit Approved Claim Forms will receive a *pro rata* cash payment from their respective Settlement Subclass Fund, less any amount awarded by the Court to Class Counsel as reasonable Attorneys’ Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation is on a per claimant basis not a per appointment or per website visit basis.

Visit www.lifestancepixelsettlement.com for complete details regarding the Settlement Relief and Injunctive Relief Benefits.

How To Submit a Claim

Settlement Class members can visit www.lifestancepixelsettlement.com to submit their claim online or complete and return a Claim Form by mail. Claim Forms must be submitted online by **DEADLINE DATE**. Claim Forms submitted by mail must be postmarked no later than **DEADLINE DATE**.

You have been identified as a member of Settlement Subclass «1 or 2» and are eligible to receive a *pro rata* cash payment.

**Click Here to
Submit Your Claim**

Your Other Options

If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DEADLINE DATE**. If you do not exclude yourself before the deadline, you will release any claims you may have against the Defendant related to the legal issues this Settlement resolves. If you do not exclude yourself, you may **object** to the Settlement by **DEADLINE DATE**. Please visit www.lifestancepixelsettlement.com for complete details on how to exclude yourself from or object to the Settlement, or for more information about the Released Claims.

The Lawyers Representing You

The Court has appointed Zimmerman Reed LLP and Almeida Law Group LLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall request the Court to approve an award of attorneys' fees up to 25% of the Settlement Fund (not to exceed \$756,968.61), plus reasonable costs and expenses. In addition, the Class Representatives may request up to \$2,500 each for their time efforts, and risks undertaken on behalf of the Settlement Class. If approved, the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

The Final Approval Hearing

The Court has scheduled a hearing for **DATE** at **TIME** located at the United State District Court for the District of Arizona, Courtroom **X**, located at 401 W. Washington St., Phoenix, AZ 85003, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees, and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.lifestancepixelsettlement.com for updates.

This Notice is only a Summary.

Please visit www.lifestancepixelsettlement.com or call toll-free 1-XXX-XXX-XXXX for more information.

[Unsubscribe](#)

Exhibit D

Notice of Proposed Class Action Settlement

Strong v. LifeStance, No. 2:23-cv-00682 (D. Ariz.)

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

- A proposed Settlement has been reached with LifeStance Health Group, Inc. (“Defendant”) over the alleged use of certain third-party tracking technologies (commonly referred to as pixels) on its public website to collect and to disclose its patients’ personally identifiable information to third parties.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way to be eligible to receive a pro rata cash payment from the Settlement Subclass 1 Fund or Settlement Subclass 2 Fund. <i>Refer to Questions 8 and 9 below to see what Settlement benefit(s) you are eligible to receive.</i>
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant and Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive Settlement benefits.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by filing an objection with the Court and sending the same to Class Counsel and Defendant’s Counsel informing them why you do not think the Settlement should be approved (including all information in <i>Question 21</i>). If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form.
GO TO THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive Settlement benefits and you will give up your rights to sue the Defendant and Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits will be issued unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Strong v. LifeStance*, Case No. 2:23-cv-00682, pending in the United States District Court for the District of Arizona. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, LifeStance Health Group, Inc. (“LifeStance”), is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs allege that LifeStance used certain third-party tracking technologies (commonly referred to as pixels) on its public website to collect and to disclose its patients’ personally identifiable information to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta, formerly known as Facebook, and Google LLC without permission in violation of state and federal statutes.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs” or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Plaintiffs and Settlement Class Representatives in this case are Montana Strong and Debra Yick.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims made in this Action. Defendant has denied and continues to deny any wrongdoing whatsoever. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate and in the best interest of the Plaintiffs and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all natural persons who are members of Settlement Subclass 1 or Settlement Subclass 2, as described below:

Settlement Subclass 1: All members of LifeStance’s total patient population who booked at least one session through LifeStance’s online booking tool, accessed through LifeStance’s public website lifestance.com, between March 1, 2020, and April 30, 2023.

Settlement Subclass 2: All other members of LifeStance’s total patient population between March 1, 2020, and April 30, 2023, not including those in Settlement Subclass 1.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the following individuals are excluded from the Settlement Class: (i) Defendant's officers and directors and any entity in which Defendant or its parents have a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion; and (iii) Defendant's Counsel and in-house counsel who advised Defendant on the Action. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.lifestancepixelsettlement.com or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

THE SETTLEMENT CLASS MEMBER BENEFITS**8. What does the Settlement provide?**

Under the Settlement, the Defendant agrees to fund a non-reversionary Settlement Fund in the amount of \$3,027,874.44. The Settlement Fund is the aggregate total of the Settlement Subclass 1 Fund (\$1,203,405.00) and the Settlement Subclass 2 Fund (\$1,824,469.44).

Settlement Class Members who timely submit Approved Claim Forms will receive a *pro rata* cash payment from their respective Settlement Subclass Fund, less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation is on a per claimant basis not a per appointment or per website visit basis.

9. What are the Injunctive Relief Benefits?

Defendant has or will discontinue use of all third-party tracking pixels, to the extent any remain, other than tracking pixels compliant with the Health Insurance Portability and Accountability Act ("HIPAA"), for a period of five (5) years from the Effective Date of the Settlement.

10. What am I giving up in order to receive Settlement benefits or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims include any and all actual, potential, filed, known or unknown, capable of being known, fixed or contingent, claimed or unclaimed, suspected or unsuspected, past, present, and future claims, counterclaims, lawsuits, set-offs, demands, liabilities, rights, charges, complaints, actions, suits, causes of action, debts, penalties, contracts or agreements, extra contractual claims, damages (including statutory, punitive, exemplary, or multiplied damages), disgorgement, pre-judgment interest, restitution, appointment of a receiver, injunctive, declaratory, equitable, or any other form of relief, expenses, costs, attorneys' fees and expenses, losses, and/or obligations, of any nature whatsoever (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, indirect, or derivative, matured or not matured, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of, based upon,

connected to, or relating in any way to any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding allegations, facts, or circumstances described in the Action, Defendant's use of the Meta Pixel, Google Analytics, and/or any other tracking, analytics, and/or advertising technologies (the "Tracking Technologies"), and the alleged disclosure, use, interception or transfer of information of or related to Plaintiffs through use of the Tracking Technologies (the "Tracking Technology Disclosure"), including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any or all of the Releasing Parties relating to, concerning, or arising out of the use of the Tracking Technologies and/or the Tracking Technology Disclosure through the date of the Preliminary Approval Order.

For the avoidance of doubt, the Released Claims include any claims (known or unknown) that were or could have been raised in or that relate to the allegations or subject matter of the Action. The Released Claims shall not include any claims for personal injury or medical malpractice related to medical services provided by Defendant.

More information is provided in the Settlement Agreement, which is available at www.lifestancepixelsettlement.com.

HOW TO GET A SETTLEMENT PAYMENT — SUBMITTING A CLAIM FORM

12. How do I make a claim for a Settlement payment?

Visit www.lifestancepixelsettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail.

Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**. Settlement Class Members can also request a Claim Form by calling toll-free 1-**XXX-XXX-XXXX** or by writing to the Settlement Administrator:

Mail: LifeStance Pixel Settlement, Attn: Claim Form Request, 1650 Arch St., Suite 2210, Philadelphia, PA 19103.
Email: **EMAIL**

13. Where do I send my completed Claim Form?

Claim Forms can be submitted prior to the **DEADLINE** by either: a) completing the Claim Form on the Settlement Website, www.lifestancepixelsettlement.com; or b) mailing a copy of the Claim form to the Settlement Administrator at: LifeStance Pixel Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms submitted by mail must be postmarked no later than **DATE**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

Mail: LifeStance Pixel Settlement, Attn: Claim Form Request, 1650 Arch St., Suite 2210, Philadelphia, PA 19103.
Email: **EMAIL**

15. When and how will I receive a Settlement payment?

Settlement payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Settlement payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information and contact

information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement benefits can be issued. Please be patient and check www.lifestancepixelsettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed Zimmerman Reed LLP and Almeida Law Group LLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

17. How will Class Counsel be paid?

Class Counsel shall request the Court to approve an award of attorneys' fees up to 25% of the Settlement Fund (not to exceed \$756,968.61), plus reasonable costs and expenses. In addition, the Class Representatives may request up to \$2,500 each for their time, efforts, and risks undertaken on behalf of the Settlement Class. If approved, the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

18. How do I get out of the Settlement?

A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request to the Settlement Administrator that is received on or before **DEADLINE**.

To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator at the address below and include: (i) his or her full name, current address, telephone number, and email address, (ii) signature (digital or handwritten), (iii) the name and/or docket number of the Action, and (iv) a statement that he or she unequivocally wishes to be excluded from the Settlement Class for purposes of this Settlement.

LifeStance Pixel Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

A request to be excluded that does not include all of this information, that is sent to an address other than the address above, or that is not delivered within the time specified, shall be invalid, and the Settlement Class Member serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Persons who properly and timely opt-out of the Settlement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; (iv) shall retain all rights and claims that they may have and shall not be subject to the Release; or (v) be entitled to object to any aspect of this Agreement.

The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. Any requests for exclusion purporting to seek exclusion on behalf of more

Questions? Visit www.lifestancepixelsettlement.com or call toll-free **1-XXX-XXX-XXXX**.

than one Settlement Class Member shall be deemed invalid by the Settlement Administrator. To be valid, a request for exclusion must be received by **DEADLINE**. Defendant reserves its legal rights and defenses relating to any Opt-Outs including, but not limited to, any defenses relating to whether any Opt-Out is a Settlement Class Member or has standing to bring a claim against Defendant.

19. If I exclude myself, can I still receive a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Settlement Class Members may write to the Court to object to the Settlement or terms of the Settlement.

An objection to the Settlement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the **DATE** Objection Deadline, the Person making the objection files notice of an intention to do so and at the same time (i) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (ii) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel at the addresses listed below:

Court	Defendant's Counsel
United States District Court for the District of Arizona, Clerk of Court 401 W. Washington St., Phoenix, AZ 85003	Edward R. McNicholas Andrew J. O'Connor Frances Faircloth Ropes & Gray LLP ADDRESS
Class Counsel	Class Counsel
Hart L. Robinovitch Ryan J. Ellersick Zimmerman Reed LLP 14648 N. Scottsdale, Road, Suite 130 Scottsdale, AZ 85262	David S. Almeida Britany A. Kabakov Almeida Law Group LLC 849 W. Webster Avenue Chicago, Illinois 60614

Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and **must include**:

- (i) the case name and number of the Action; (ii) the objector's full name, current address, telephone number, and email address; (iii) proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, proof of being a LifeStance patient during relevant time period,

Questions? Visit www.lifestancepixelsettlement.com or call toll-free **1-XXX-XXX-XXXX**.

and/or proof of having booked an appointment through LifeStance's online booking tool hosted at lifestance.com during the relevant period); (iv) an explanation of the basis upon which the objector claims to be a Settlement Class Member all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (v) the Settlement Class Member's signature (digital or handwritten); (vi) if the Settlement Class Member is represented by counsel, the name, contact information (address, telephone number, and email address) and state bar(s) to which counsel is admitted, as well as associated state bar numbers, of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (vii) copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) the signature (digital or handwritten) of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; (ix) whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (x) a list, including case name, court, and docket number of all other cases in which the objector and the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (xi) a statement indicating whether the objector intends to appear at the Final Approval Hearing, and if so, whether personally or through Objecting Attorneys who file an appearance with the Court in accordance with the Court's Rules.

In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must also include: (i) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; and (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

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 file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the **Objection Deadline**, take all other actions or make any additional submissions as may be required in the Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Notice.

Class Counsel and Defendant's Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law filed with the Court prior to the Final Approval Hearing.

Any Settlement Class Member who fails to timely file and serve an objection and notice, if applicable, prior to the **Objection Deadline**, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to the requirements set forth in this Section, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing; shall not have their written objection and related documents considered by the Court; shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means, and; shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Section.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be

part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you. If you exclude yourself from the Settlement Class, you also will not be subject to any release of claims.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** at the United States District Court for the District of Arizona, Courtroom **X**, located at 401 W. Washington St., Phoenix, AZ 85003. The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.lifestancepixelsettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs and Expenses, and the Service Awards for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. 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 submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21 for details and requirements).

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a Settlement benefit. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.lifestancepixelsettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: LifeStance Pixel Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: **Email Address**

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Visit www.lifestancepixelsettlement.com or call toll-free **1-XXX-XXX-XXXX**.

Exhibit E

**CONFIDENTIAL LEGAL
INFORMATION –
TO BE OPENED ONLY
BY THE ADDRESSEE**

c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»

«FIRST NAME» «LAST NAME»

«STREET»

«CITY» «STATE» «ZIP»

LIFESTANCE PIXEL SETTLEMENT SUBCLASS 1 CLAIM FORM

«BARCODE»

Instructions: You have been identified as a member of Settlement Subclass 1 and are eligible to receive a *pro rata* cash payment. If you want to receive a cash payment, complete this Claim Form and return it to the Settlement Administrator by mail so it is postmarked no later than **DATE**. You may also submit your Claim Form online at www.lifestancepixelsettlement.com by **DATE**.

By signing below, I confirm that I am a member of Settlement Subclass 1 who booked at least one session through LifeStance's online booking tool, accessed through LifeStance's public website lifestance.com, between March 1, 2020 and April 30, 2023, and am eligible to receive a *pro rata* cash payment.

CASH PAYMENT

☐ Check this box if you wish to receive a *pro rata* cash payment from the Settlement Subclass 1 Fund.

PAYMENT OPTIONS (SELECT ONE): ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account or email address for the Virtual Prepaid card: _____

**Payment will be mailed to the same address this notice was mailed to. If no option is selected, payment will be mailed.*

CERTIFICATION & SIGNATURE: By signing below and submitting this Claim Form, I hereby certify that the information I provided on this Claim Form is true and correct to the best of my knowledge, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: _____ **Printed Name:** _____ **Date:** ____/____/____

For additional information about the Settlement or to file a claim online, scan the QR code:

QR Code

A proposed Settlement has been reached with LifeStance Health Group, Inc. ("LifeStance" or "Defendant") over the alleged use of certain third-party tracking technologies on its public website to collect and to disclose its patients' personally identifiable information to third parties.

Who is Included? The Settlement Class includes all natural persons who are members of one of the Settlement Subclasses:

Settlement Subclass 1: All members of LifeStance's total patient population who booked at least one session through LifeStance's online booking tool, accessed through LifeStance's public website [lifestance.com](https://www.lifestance.com), between March 1, 2020 and April 30, 2023.

Settlement Subclass 2: All other members of LifeStance's total patient population between March 1, 2020 and April 30, 2023, not including those in Settlement Subclass 1.

What does the Settlement Provide? Under the Settlement, the Defendant agrees to fund a non-reversionary Settlement Fund in the amount of \$3,027,874.44. The Settlement Fund is the aggregate total of the Settlement Subclass 1 Fund (\$1,203,405.00) and the Settlement Subclass 2 Fund (\$1,824,469.44). Settlement Class Members who timely submit Approved Claim Forms will receive a *pro rata* cash payment from their respective Settlement Subclass Fund, less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation is on a per claimant basis not a per appointment or per website visit basis. Visit www.lifestancepixelsettlement.com for complete details regarding the Settlement Relief and Injunctive Relief Benefits.

How To Submit a Claim: Settlement Class Members can submit a Claim Form to receive a *pro rata* cash payment from their Settlement Subclass Fund online at www.lifestancepixelsettlement.com or complete and return the enclosed Claim Form by mail. Claim Forms must be submitted online by

DEADLINE DATE. Claim Forms submitted by mail must be postmarked no later than **DEADLINE DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DEADLINE DATE**. If you do not exclude yourself, you will release any claims you may have against the Defendant related to the legal issues this Settlement resolves. If you do not exclude yourself, you may **object** to the Settlement by **DEADLINE DATE**. Please visit www.lifestancepixelsettlement.com for complete details on how to exclude yourself from or object to the Settlement or for more information about the Released Claims.

The Lawyers Representing You. The Court has appointed Zimmerman Reed LLP and Almeida Law Group LLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall request the Court to approve an award of attorneys' fees up to 25% of the Settlement Fund (not to exceed \$756,968.61), plus reasonable costs and expenses. In addition, the Class Representatives may request up to \$2,500 each for their time efforts, and risks undertaken on behalf of the Settlement Class. If approved, the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE at TIME** located at the United State District Court for the District of Arizona, Courtroom **X**, located at 401 W. Washington St., Phoenix, AZ 85003, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees, and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.lifestancepixelsettlement.com for updates.

This Notice is only a Summary. Visit www.lifestancepixelsettlement.com or call toll-free 1-XXX-XXX-XXXX for more information.

____ Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Exhibit F

**CONFIDENTIAL LEGAL
INFORMATION –
TO BE OPENED ONLY
BY THE ADDRESSEE**

c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»

«FIRST NAME» «LAST NAME»

«STREET»

«CITY» «STATE» «ZIP»

LIFESTANCEPIXEL SETTLEMENT SUBCLASS 2 CLAIM FORM

«BARCODE»

Instructions: You have been identified as a member of Settlement Subclass 2 and are eligible to receive a *pro rata* cash payment. If you want to receive a cash payment, complete this Claim Form and return it to the Settlement Administrator by mail so it is postmarked no later than **DATE**. You may also submit your Claim Form online at www.lifstancepixelsettlement.com by **DATE**.

By signing below, I confirm that I am a member of Settlement Subclass 2 member and am eligible to receive a *pro rata* cash payment.

CASH PAYMENT

☐ Check this box if you wish to receive a *pro rata* cash payment from the Settlement Subclass 2 Fund.

PAYMENT OPTIONS (SELECT ONE): ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account or email address for the Virtual Prepaid card:

**Payment will be mailed to the same address this notice was mailed to. If no option is selected, payment will be mailed.*

CERTIFICATION & SIGNATURE: By signing below and submitting this Claim Form, I hereby certify that the information I provided on this Claim Form is true and correct to the best of my knowledge, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: _____ **Printed Name:** _____ **Date:** ____/____/____

For additional information about the Settlement or to file a claim online, scan the QR code:

QR Code

A proposed Settlement has been reached with LifeStance Health Group, Inc. ("LifeStance" or "Defendant") over the alleged use of certain third-party tracking technologies on its public website to collect and to disclose its patients' personally identifiable information to third parties.

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What does the Settlement Provide? Under the Settlement, the Defendant agrees to fund a non-reversionary Settlement Fund in the amount of \$3,027,874.44. The Settlement Fund is the aggregate total of the Settlement Subclass 1 Fund (\$1,203,405.00) and the Settlement Subclass 2 Fund (\$1,824,469.44). Settlement Class Members who timely submit Approved Claim Forms will receive a *pro rata* cash payment from their respective Settlement Subclass Fund, less any amount awarded by the Court to Class Counsel as reasonable Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses. The *pro rata* allocation is on a per claimant basis not a per appointment or per website visit basis. Visit www.lifestancepixelsettlement.com for complete details regarding the Settlement Relief and Injunctive Relief Benefits.

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DEADLINE DATE. Claim Forms submitted by mail must be postmarked no later than **DEADLINE DATE**.

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This Notice is only a Summary. Visit www.lifestancepixelsettlement.com or call toll-free 1-XXX-XXX-XXXX for more information.

_____ Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103