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9 Attorneys for Plaintiff  
CALIFORNIA CHIROPRACTIC ASSOCIATION

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ALAMEDA

13 CALIFORNIA CHIROPRACTIC  
14 ASSOCIATION, on behalf of itself and its  
members,

15 Plaintiff,

16 vs.

17 MEDRISK, LLC; MEDRISK HOLDCO,  
18 LLC; and DOES 1 through 10, inclusive,

19 Defendants.

Case No. RG19045051

**AMENDMENT TO STIPULATION AND  
AGREEMENT OF SETTLEMENT**

Date: May 16, 2023

Time: 3:00 p.m.

Dept.: 23

Judge: Hon. Brad Seligman

Reservation No.: A-19045051-001

1 This Amendment to Stipulation and Agreement of Settlement (the “Amendment”) dated May  
2 12, 2023 is hereby submitted to the Court pursuant to Rule 3.769 of the California Rules of Court in  
3 the matter of *California Chiropractic Association v. MedRisk, LLC et al.*, Superior Court of the State  
4 of California for the County of Alameda, Case No. RG19045051 (the “Action”). Subject to the  
5 approval of the Court, this Amendment is entered into among plaintiff California Chiropractic  
6 Association (“Plaintiff”), on behalf of itself and Settlement Class Members, on the one hand; and  
7 MedRisk, LLC and MedRisk Holdco, LCC (together, “MedRisk” or the “Defendants”), on the other  
8 hand, by and through their respective counsel. Plaintiff and Defendants are collectively referred herein  
9 as the “Parties” or the “Settling Parties.”

10 WHEREAS, on April 17, 2023, the Parties entered into Stipulation and Agreement of  
11 Settlement (the “Stipulation”);

12 WHEREAS, on May 11, 2023, this Court issued a Tentative Ruling on Plaintiff’s Unopposed  
13 Motion for Preliminary of Class Settlement and raised certain concerns with the release language in  
14 the Stipulation; and

15 WHEREAS, the Parties conferred regarding the Court’s concerns and agreed to amend the  
16 Stipulation.

17 **NOW, THEREFORE**, the Stipulation is amended as follows:

18 1. Section 29 is DELETED in its entirety and REPLACED with the following language:  
19 “Unknown Claims” means: (i) any claims that Plaintiff or any Settlement Class Member does not  
20 know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons,  
21 which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the  
22 Settlement, including, but not limited to, the decision not to object to the Settlement, provided such  
23 claim arises out of or relates to the subject matter of the Released Claims; and (ii) Defendants’ claims  
24 that Defendants do not know or expect to exist in their favor, which if known by them might have  
25 affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims  
26 by the Plaintiff only, in its individual capacity (but not the Settlement Class Members), and Released  
27 Defendants’ Claims, Plaintiff and Defendants stipulate and agree that upon the Effective Date, Plaintiff  
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1 and Defendant shall be deemed to have waived and by operation of the Order and Judgment shall have  
2 waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of  
3 the United States, or principle of common law that is similar, comparable, or equivalent to Cal. Civ.  
4 Code § 1542, which provides:

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

11 Plaintiff only, in its individual capacity (but not the Settlement Class Members), acknowledges that  
12 the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Defendants’  
13 Claims was separately bargained for and a key element of the Settlement of which this release is a  
14 part.

15 2. Section C.2. is DELETED in its entirety and REPLACED with the following language:  
16 “Pursuant to the Order and Judgment, except with respect to claims to enforce any of the terms of this  
17 Stipulation, upon the Effective Date, Plaintiff and each of the Settlement Class Members on behalf of  
18 themselves, their current, former and future heirs, executors, administrators, successors, attorneys,  
19 insurers, agents, representatives, and assigns, and any Person they represent, shall, with respect to each  
20 and every Released Claim, release, waive and forever relinquish and discharge, and shall forever be  
21 enjoined from prosecuting, all Released Claims. Further, all Settlement Class Members on behalf of  
22 themselves, their current, former and future heirs, executors, administrators, successors, attorneys,  
23 insurers, agents, representatives, and assigns, expressly covenant not to assert any Released Claim  
24 against any of the Released Persons. The Released Persons’ liability to Plaintiff and to the Settlement  
25 Class thus expressly is extinguished under the Settlement.”

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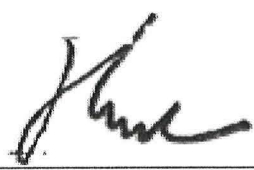
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IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Amendment,  
have caused this Amendment to be executed, by their duly authorized attorneys, as of the day and  
year first above written.

CALIFORNIA CHIROPRACTIC ASSOCIATION



Date: May 15, 2023

/s/  
By: Jordan L. Lurie / Ari Y. Bassar  
**POMERANTZ LLP**  
Counsel for Plaintiff



Date: May 15, 2023

/s/  
By: Zev B. Zysman  
**LAW OFFICES OF ZEV B. ZYSMAN, APC**  
Counsel for Plaintiff

MEDRISK, LLC AND MEDRISK HOLDCO, LCC

Date: May    , 2023

/s/  
By: Thomas A. Ryan / Jason D. Strabo  
**McDERMOTT WILL & EMERY LLP**  
Counsel for Defendants

1 IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Amendment,  
2 have caused this Amendment to be executed, by their duly authorized attorneys, as of the day and  
3 year first above written.  
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5 CALIFORNIA CHIROPRACTIC ASSOCIATION  
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Date: May \_\_\_\_, 2023

9 /s/

By: Jordan L. Lurie / Ari Y. Basser

10 **POMERANTZ LLP**

11 Counsel for Plaintiff  
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Date: May \_\_\_\_, 2023

14 /s/

By: Zev B. Zysman

15 **LAW OFFICES OF ZEV B. ZYSMAN, APC**

Counsel for Plaintiff  
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MEDRISK, LLC AND MEDRISK HOLDCO, LCC  
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Date: May 15, 2023

By: Thomas A. Ryan / Jason D. Strabo

19 **McDERMOTT WILL & EMERY LLP**

20 Counsel for Defendants  
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