

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

FERRARO FAMILY FOUNDATION, INC. and
JAMES L. FERRARO, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

CORCEPT THERAPEUTICS INCORPORATED,
JOSEPH K. BELANOFF, CHARLES ROBB, and
SEAN MADUCK,

Defendants.

Case No. 3:19-CV-01372-JD

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT, FINAL
APPROVAL HEARING AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES**

**IF YOU PURCHASED CORCEPT THERAPEUTICS INCORPORATED SECURITIES DURING THE
PERIOD BEGINNING AUGUST 2, 2017 THROUGH JANUARY 31, 2019, YOU MAY BE
ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.
This is not a notice that you have been sued.*

This notice summarizes the proposed Settlement.¹ For the precise terms and conditions of the Settlement, please see the Stipulation by downloading it from www.CorceptSecuritiesLitigation.com, by contacting Lead Counsel at the addresses and phone numbers listed below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Courtroom 11, 19th Floor, 450 Golden Gate Avenue, San Francisco, California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, DEFENDANTS OR DEFENDANTS' COUNSEL TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

¹ All capitalized terms used in this Notice are defined in the Stipulation of Settlement, dated April 11, 2023 (the "Stipulation"), available for download at www.CorceptSecuritiesLitigation.com. For convenience, certain capitalized terms are also defined in this Notice. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Stipulation, the definition in the Stipulation controls.

Overview of the Settlement

The Settlement of this class action lawsuit (the “Action”) will provide \$14 million in cash (the “Settlement Amount”), plus earned interest, as provided for in the Stipulation to pay claims from investors who bought Corcept Therapeutics Incorporated (“Corcept” or the “Company”) common stock or options to purchase common stock of Corcept between August 2, 2017 through January 31, 2019, inclusive (the “Settlement Class Period”), and suffered losses. Depending on the number of eligible shares purchased by investors who elect to participate in the Settlement and when those shares were purchased and sold, the average distribution is estimated to be \$0.18 per damaged share purchased in the Settlement Class Period, before deduction of Court-approved fees and expenses described below. The per-share amount assumes all eligible Settlement Class Members submit a valid and timely Proof of Claim and Release form (“Claim Form”). If fewer than all Settlement Class Members submit timely and valid Claim Forms, which is likely, the distributions per share will be higher.

The Settlement, which is subject to Court approval, resolves this Action – a class action brought in federal court by Lead Plaintiff the Ferraro Group (consisting of Ferraro Family Foundation, Inc. and James L. Ferraro) (“Lead Plaintiff”), on behalf of itself and others who purchased Corcept common stock during the Settlement Class Period, alleging that Corcept and its current executive officers Joseph K. Belanoff, Charles Robb, and Sean Maduck (the “Individual Defendants”) (Corcept and the Individual Defendants are collectively referred to as “Defendants”) made materially false and misleading statements about Corcept’s marketing of its product, Korlym. The Settlement avoids costs and risks from continuing the Action, it pays money to investors like you, and it releases Defendants from liability.

If the Settlement is approved by the Court, the Court-appointed lawyers for investors, Levi & Korsinsky, LLP, will ask the Court for an award of attorneys’ fees of no more than 25% of the Settlement Fund, or approximately \$3,500,000, and Litigation Expenses of up to \$975,000 incurred in investigating the facts, litigating the case and negotiating the Settlement. Lead Plaintiff will also submit an application for reimbursement of reasonable costs and expenses incurred by Lead Plaintiff directly related to their representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995, not to exceed \$15,000. These payments, if approved, will come out of the \$14 million Settlement Fund, and are estimated to be an average of \$0.06 per damaged share purchased in the Settlement Class Period.

Lead Plaintiff alleges claims arising under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 promulgated by the Securities and Exchange Commission. On August 24, 2021, the Court granted in part and denied in part Defendants’ motion to dismiss Plaintiff’s Third Amended Complaint for Violations of the Federal Securities Laws.

Corcept and the Individual Defendants deny all liability. Lead Plaintiff and Defendants do not agree on the average amount of damages per share that would be recoverable if the Lead Plaintiff were to have prevailed on each claim alleged. The issues on which Lead Plaintiff and Defendants (together the “Settling Parties”) disagree include, among other things: (1) whether any statement made by any Defendant during the Settlement Class Period was false or materially misleading; (2) the extent to which Defendants’ various public statements that Lead Plaintiffs allege were materially false or misleading influenced (if at all) the trading price of Corcept’s common stock and options at various times during the Settlement Class Period; (3) whether Corcept violated relevant FDA rules; (4) the extent to which the various allegedly adverse material facts which were omitted influenced (if at all) the trading price of Corcept’s common stock and options at various times during the Settlement Class Period; (5) the appropriate class period for the surviving claims; (6) whether any of the Defendants acted with the wrongful intent alleged by Lead Plaintiff; and (7) whether, even if liability could be proven, total damages would be more than \$0 per damaged share.

If you are a Settlement Class Member (as the term is defined below), your legal rights are affected by the Settlement, regardless of whether you act or do not act. **Read this notice carefully.**

Your Legal Rights and Options	
You can:	That Means:
Submit a Claim Form Postmarked by May 13, 2024.	You can show that you are a Settlement Class Member and can get payment from the Settlement. If the proposed Settlement is finally approved by the Court, you may share in the proceeds if your Claim is received, timely and valid, and you meet the other requirements of the Plan of Allocation described on pages 15 to 23 below. This is the only way to get a payment. You will be bound by the Judgment and release described below if you stay in the Settlement Class regardless of whether you submit a Claim.
Exclude Yourself by Submitting a Written Request for Exclusion Postmarked by May 13, 2024.	You can ask to be excluded from the Settlement Class. If excluded, you will get no payment from this Settlement and will not be part of the Settlement Class, and will not be bound by any Judgment. This is the only option that allows you to ever be part of any other separate lawsuit, including your own lawsuit, against any of Defendants about the legal claims being settled in this case.
Object by Filing a Written Objection with the Court no later than May 13, 2024.	If you remain part of the Settlement Class but have an objection to the Settlement, or some part of it, or the requested attorneys' fees or Litigation Expenses or request for an award to Lead Plaintiff for its costs and expenses, you can write to the Court to explain why.
Go to a Hearing on June 6, 2024, at 10:00 a.m.	If you remain part of the Settlement Class, you can write to the Court and ask to speak at the Final Approval Hearing on June 6, 2024, at 10:00 a.m. when the Court considers the fairness of the Settlement, the request for attorneys' fees and reimbursement of Litigation Expenses of Lead Counsel and the request for an award to Lead Plaintiff for its costs and expenses.
Do Nothing.	You will get no payment and give up your rights to sue Defendants about the claims that are resolved by this Settlement. You will be bound by any Judgment entered by the Court.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

While the Court in charge of this case has given preliminary approval to the Settlement, it still has to decide whether to give final approval of the Settlement (subject to any appeals) as fair, reasonable and adequate.

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BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have purchased Corcept common stock or options to purchase common stock of Corcept during the period between August 2, 2017 and January 31, 2019.

The Court caused this Notice to be sent to you because you have a right to know about a proposed Settlement of a class action lawsuit, a hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains this Action, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them. It is not an expression of any opinion by the Court with respect to the truth of the allegations of the litigation or the merits of the claims or defenses asserted.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Ferraro Family Foundation, Inc., et al. v. Corcept Therapeutics Incorporated, et al.*, Case No. 3:19-CV-01372-JD. The Honorable James Donato is the Judge in charge of this class action. The person who sued is called the “Lead Plaintiff.” The company being sued, Corcept Therapeutics Incorporated, and the persons who are being sued, Corcept’s officers, Joseph K. Belanoff, Charles Robb, and Sean Maduck, are called the “Defendants.”

2. What is this Action about?

In the Action, Lead Plaintiff alleges that Defendants made materially false and misleading statements concerning Corcept’s marketing and promotional materials of its drug, Korlym, and compliance with FDA regulations for off-label promotions and on-label use of Korlym, which caused the price of Corcept’s stock to become artificially inflated from August 2, 2017 through January 31, 2019. Lead Plaintiff alleges that the misleading nature of Defendants’ scheme and statements remained hidden until a public report published on January 25, 2019 revealed, *inter alia*, Corcept’s alleged use of off-label marketing to increase prescriptions of Korlym and a second public disclosure published on January 31, 2019 that revealed a decline in Corcept’s sales as its alleged off-label marketing scheme came to light. Defendants vigorously contest Lead Plaintiff’s allegations.

This Action was commenced on March 14, 2019 in the United States District Court for the Northern District of California. On April 5, 2019, the Court appointed the Ferraro Group as Lead Plaintiff and approved Lead Plaintiff’s choice of the law firm Levi & Korsinsky, LLP as Lead Counsel (“Lead Counsel”) in the class action.

On December 6, 2019, after extensive investigation by Lead Counsel, Lead Plaintiff filed the First Amended Complaint alleging claims under the Exchange Act and Rule 10b-5. After Defendants moved to dismiss the First Amended Complaint, Lead Plaintiff filed the Second Amended Complaint on May 11, 2020. On May 11, 2020, Defendants moved to dismiss the Second Amended Complaint. On November 20, 2020, the Court granted Defendants’ motion without prejudice, with leave to replead.

On December 21, 2020, Lead Plaintiff filed the Third Amended Complaint. Defendants moved to dismiss the Third Amended Complaint on February 19, 2021, which Lead Plaintiff opposed. On August 24, 2021, the Court denied in part and granted in part Defendants’ motion to dismiss.

Thereafter, the Settling Parties engaged in discovery, including but not limited to: 1) issuing initial disclosures on January 7, 2022; 2) serving initial document requests on January 21, 2022 and serving responses and objections thereto on February 22, 2022; 3) Defendants serving interrogatories on Lead Plaintiff on March 18, 2022, to which Lead Plaintiff responded on April 18, 2022; and 3) Lead Plaintiff serving a second set of requests for production on December 19, 2022. Ultimately, Defendants produced over 757,000 pages of documents and Lead Plaintiff produced over 2,100 pages of documents. The Settling Parties also engaged in third-party discovery, having collectively subpoenaed 47 non-parties who collectively produced over 17,200 documents totaling nearly 146,000 pages of documents. Defendants conducted the deposition of one of Lead Plaintiff's experts and a former Corcept employee cited in the Third Amended Complaint as a confidential witness.

While litigating the Action, the Settling Parties simultaneously explored settlement via intensive, arm's-length settlement negotiations under the close supervision of an experienced mediator. Full-day mediation sessions took place on November 29, 2021, May 12, 2022, and January 24, 2023.

On February 8, 2023, the Settling Parties agreed to a double-blind mediator's proposal to settle the Action for \$14 million cash. On April 11, 2023, the Settling Parties executed a Stipulation of Settlement memorializing the Settlement amount and other key terms to settle this Action.

3. What is a class action?

In a class action, the plaintiff is called the "Class Representative," and he/she sues on behalf of numerous people who have similar claims. All these people with similar claims are called a "class," and each one is a "class member." The court resolves the claims of all class members, except for those who properly exclude themselves from the class.

4. Why is there a Settlement?

Instead of litigating the Action through trial, Lead Plaintiff and Defendants, after an intensive, arm's-length negotiation under the supervision of an experienced mediator and in response to a mediator's proposal, agreed to a compromise of the claims for \$14 million in cash. The Court did not decide in favor of Lead Plaintiff or Defendants. Lead Plaintiff believes it could have won at trial; the Defendants believe Lead Plaintiff would not have won anything at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the risks and costs of a trial and possible appeals, and Settlement Class Members affected will get compensation. The Lead Plaintiff, as Class Representative, and the Lead Counsel believe the Settlement is best for all Settlement Class Members.

Lead Plaintiff believes that the proposed Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class. Throughout the litigation, Defendants raised a number of arguments and defenses (which they would continue to do through summary judgment and trial) including that their marketing for Korlym was entirely on-label and that Corcept did not violate relevant FDA rules. Defendants would also argue that, even if Lead Plaintiff could establish liability, it could not show which part of the stock-price decline is attributable to the alleged fraud (rather than other Company-specific or general market news) and that Lead Plaintiff could not establish Defendants acted with the requisite state of mind. While Lead Plaintiff believes that these arguments lack merit, there is no guarantee that Defendants would not prevail on one or more of these arguments. In the absence of a Settlement, the Settling Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court or jury would resolve these issues against Lead Plaintiff and the Settlement Class.

Lead Counsel and Lead Plaintiff have thoroughly investigated and litigated the case prior to and since its appointment as Lead Counsel in 2019. Based upon their extensive investigation, consultation with multiple

experts, and evaluation of the claims asserted against the Defendants and defenses that might be asserted, Lead Counsel and Lead Plaintiff believe that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class. The Settlement provides an immediate and certain monetary recovery. By settling, Lead Plaintiff and Defendants avoid the cost, uncertainty and delay of continued litigation. The Settling Parties engaged in extensive negotiations that led to the Settlement described in this Notice. Lead Counsel and Lead Plaintiff believe the Settlement is fair because there is no guarantee the Settlement Class would win on any of the claims and even if they did win, they might not be awarded any more money than the \$14 million Settlement plus interest, as provided for in the Stipulation, that Defendants have agreed to pay in order to settle the Action. Defendants' lawyers believe the Settlement is fair because even though Defendants deny Lead Plaintiff's claims, Defendants will avoid the cost of continued litigation and risk of losing at trial.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am a Settlement Class Member?

For the purposes of settlement, with the few exceptions listed below, everyone who fits the following description is a Settlement Class Member: All persons who purchased or otherwise acquired common stock or options to purchase common stock of Corcept Therapeutics Incorporated during the Settlement Class Period, August 2, 2017 to January 31, 2019, inclusive.

6. Are there any exceptions to being included as a Settlement Class Member?

Yes. You are **not** a Settlement Class Member if **any** of the following applies to you:

- a. You are a Defendant.
- b. You are a member of Defendants' immediate families.
- c. You are a subsidiary or affiliate of Defendants.
- d. You served as an officer, director and/or controlling person of Corcept at any time during the Settlement Class Period.
- e. You are an entity in which Defendants have or had a controlling interest.
- f. You are Defendants' directors' and officers' liability insurance carriers, or any affiliates or subsidiaries thereof.
- g. You are a legal representative, heir, successor or assign of any of the foregoing.
- h. You properly exclude yourself from the Settlement Class.

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

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at (877) 390-3297 or email at info@CorceptSecuritiesLitigation.com or you can fill out the Claim Form described in question 10, to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed below. Please do not contact the Court.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Defendants have paid or will pay \$14 million in cash into an escrow account that will earn interest, as provided for in the Stipulation, for the benefit of the Settlement Class (the "Settlement Fund"). After deduction of Taxes, Notice and Administration Costs, Litigation Expenses, attorneys' fees, any award to Lead Plaintiff for its costs

and expenses, and any other costs, expenses or amounts as may be approved by the Court, the balance (the “Net Settlement Fund”) will be distributed to the Settlement Class Members in accordance with the Plan of Allocation, discussed at pages 15 to 23 below.

In exchange for Defendants’ payment, the claims described in response to question number 12 below, “What am I giving up to get a payment or stay in the Settlement Class?,” will be released, discharged and dismissed with prejudice.

The proposed Settlement represents a compromise of disputed claims and does not mean that any of the Defendants have been found liable for any claims asserted by Lead Plaintiff. The Defendants specifically deny any liability on their part and settled this case to avoid the expense of complex litigation.

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on the number of valid and timely Claim Forms that Settlement Class Members send in, how many shares of Corcept common stock or options to purchase Corcept common stock you bought, and when you bought and sold them. You should look at the Plan of Allocation section of this notice that appears on pages 15 to 23 below for a description of the calculations to be made by the Claims Administrator in computing the amounts to be paid to the “Authorized Claimants,” that is those investors who submit valid and timely Claim Forms establishing that they are Settlement Class Members.

10. How can I get a payment?

To qualify for payment, you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. Read the Claim Form’s instructions carefully, fill it out, submit to the Claims Administrator all the documents the Claim Form asks for, sign the Claim Form, and mail it postmarked no later than May 13, 2024. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the Net Settlement Fund but will in all other respects be bound by the final Judgment in the case.

11. When would I get my payment?

The Settlement is conditioned on two main events: (1) the entry of the Final Judgment by the Court, as provided for in the Stipulation, after the Court holds a Final Approval Hearing to decide whether to approve the Settlement; and (2) the expiration of the applicable period to file all appeals from the judgment. If the Settlement is approved, it is possible there may be an appeal by someone. There is always uncertainty as to how these appeals will be resolved, and resolving them can take time, perhaps more than a year. Also, if certain conditions of the Settlement described in the Stipulation are not met, the Settlement will be terminated and become null and void. In addition, the Claims Administrator will need time to process all of the timely claims before any distribution can be made.

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

As a member of the Settlement Class, in consideration for the benefits of the Settlement, you will be bound by the terms of the Settlement, and you will release Defendants and the other Released Persons (collectively, the “Released Persons” as defined below) from the Released Claims as defined below.

“Defendant Releasees” means, collectively, each and all of (a) Defendants, (b) the present and former parents, subsidiaries, divisions, and affiliates of Corcept, (c) the present and former employees, officers and directors of each of them, (d) the present and former attorneys, accountants, insurers, and agents of each of them, and (e) the

predecessors, heirs, successors and assigns of each of them.

“Plaintiff Releasees” means (i) Lead Plaintiff, its attorneys and all other Settlement Class Members; (ii) the current and former parents, officers, directors, affiliates, subsidiaries, successors, predecessors, assigns, assignees, and immediate family members of each of the foregoing in (i); and (iii) for each and every Person listed in part (i), their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employers, experts, financial advisors, general or limited partners, general or limited partnerships, insurers, investigators, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters, and retained professionals, in their respective capacities as such.

“Plaintiffs’ Released Claims” means, collectively, any and all claims, demands, losses, rights, and causes of action, of any nature whatsoever, whether known or unknown (including, without limitation, Unknown Claims as described below and in ¶1.44 of the Stipulation), that have been or could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Lead Plaintiff, any member of the Settlement Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Defendants, which (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged, or referred to, in this Action, or which could have been alleged in this action, and (b) arise out of, are based upon, or relate in any way to the purchase, acquisition, holding, sale, or disposition of any Corcept securities during the Class Period. Notwithstanding the foregoing, “Plaintiffs’ Released Claims” do not include: (i) claims relating to the enforcement of the Settlement; or (ii) claims asserted on behalf of Corcept in any derivative or ERISA action based on similar allegations (collectively, “Excluded Plaintiffs’ Claims”), including: *Williams v. Baker, et al.*, Case No. 1:19-cv-01830-UNA, pending in the United States District Court for the District of Delaware before the Honorable Maryellen Noreika; *Jeweltex Pension Plan v. Wilson, et al.*, pending in the United States District Court for the District of Delaware before the Honorable Maryellen Noreika; and *Ritchie v. Baker, et al.*, Civil Action No. 2022-0102-SG, pending in the Delaware Court of Chancery before the Honorable Sam Glascock III.

“Defendants’ Released Claims” means, collectively, any and all claims, demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description whatsoever, whether known or unknown (including, without limitation, Unknown Claims as described in ¶1.44 below), that could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Defendant Releasees against Plaintiff Releasees that arise out of or relate to the commencement, prosecution, or settlement of the claims asserted in the Action. The settlement shall include a waiver of Defendants’ and Defendant Releasees’ rights under California Civil Code §1542 or similar laws. Notwithstanding the foregoing, “Defendants’ Released Claims” does not include: (i) claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who submits a request for exclusion from the Settlement Class that is accepted by the Court (collectively, “Excluded Defendants’ Claims”).

“Released Claims” means all Defendants’ Released Claims and all Plaintiffs’ Released Claims.

“Unknown Claims” means, collectively, any and all of Plaintiffs’ Released Claims that the Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Defendant Releasees, and any of Defendants’ Released Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Plaintiff Releasees even if such claim, if known by him, her, or it, might have affected his, her, or its decision to enter into this Settlement or might have affected his, her, or its decision not to object to this Settlement or not exclude himself, herself, or itself from the Settlement

Class. Unknown Claims include, without limitation, those Released Claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly waive and relinquish, and each Settlement Class Member and Defendant Releasees shall be deemed to have and by operation of law and of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, which provides:

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.

Lead Plaintiff and Defendants further expressly waive and relinquish, and each Settlement Class Member and each Defendant Releasee, or any of them, shall be deemed to have and by operation of law and of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, 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 of international or foreign law, that is similar, comparable, or equivalent in effect to California Civil Code §1542. It is understood that Lead Plaintiff and Defendants and each Settlement Class Member and each Defendant Releasee, or any of them, may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but, upon the Effective Date, they shall expressly fully, finally, and forever discharge, settle, and release, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, grossly negligent, reckless, deliberately reckless or intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and the Settlement Class Members by operation of law and of the Judgment shall be deemed to have acknowledged, that the foregoing waivers of Released Claims that are Unknown Claims, including the provisions, rights and benefits of §1542 of the California Civil Code (and the inclusion of “Unknown Claims” in the definition of Released Claims) was separately bargained for and is a material element of the Settlement.

If the Court approves the Settlement, all Settlement Class Members who have not excluded themselves in writing will have fully, finally and forever settled and released any and all Released Claims, contingent or non-contingent, that now exist, or heretofore have existed, upon any theory of law or equity that were asserted or could have been asserted in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To do so, you must submit a written request for exclusion to the Claims Administrator, postmarked no later than May 13, 2024. The request for exclusion must: (a) state the name, address, and telephone number of the Person requesting exclusion; (b) identify the number of shares of Corcept common stock or options purchased or otherwise acquired during the Settlement Class Period; (c) contain a statement that the Person wishes to be excluded from the Settlement Class; and (d) be signed by the Person requesting exclusion. The request must be addressed as follows:

Corcept Therapeutics Incorporated Securities Litigation
EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

You cannot exclude yourself by phone.

If you ask to be excluded from the Settlement Class, you will not get any Settlement payment, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by anything that happens in this Action. You may be able to sue (or continue to sue) Corcept and the other Defendants in the future about the claims in this Action.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the law firm Levi & Korsinsky, LLP as Lead Counsel to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed below:

Shannon L. Hopkins
Gregory M. Potrepka
LEVI & KORSINSKY, LLP
1111 Summer Street, Suite 403
Stamford, CT 06905
Telephone: (203) 992-4523

There is no need to retain your own lawyer. If you want to be represented by your own lawyer you may hire one at your own expense.

15. How will the lawyers be paid?

At the Final Approval Hearing, Lead Counsel will ask the Court to approve payment of up to 25% of the Settlement Fund, or approximately \$3,500,000, to them for attorneys' fees and a payment of up to \$975,000 to them for reimbursement of Litigation Expenses. These fees and expenses would pay Lead Counsel for investigating the facts, litigating the case and negotiating the Settlement. Lead Plaintiff will also ask for the Court to approve up to \$15,000 in an award to pay the cost and expenses of Lead Plaintiff. The Court may award less than these amounts.

Additionally, at the Final Approval Hearing, Lead Plaintiff will also ask the Court to approve payment of the Claims Administrator's expenses. Those expenses are estimated to be approximately \$210,000 based upon the submission of approximately 15,000 Claim Forms.

OBJECTING TO THE SETTLEMENT

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

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement

payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement, Lead Counsel's request for fees and Litigation Expenses, or Plaintiffs' request for reimbursement of cost and expenses must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number *Ferraro Family Foundation, Inc., et al. v. Corcept Therapeutics Incorporated, et al.*, Case No. 3:19-CV-01372-JD, and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California by May 13, 2024.

Any objection must further: (a) include the full name, address and phone number of the objecting Settlement Class Member; (b) include a list of all of the Settlement Class Member's Settlement Class Period transactions in Corcept common stock and/or stock options; and (c) include a written statement of all grounds for the objection.

If you wish to appear in person at the Final Approval Hearing, you must submit to the Court with your objection a Notice of Intention to Appear. If you intend to appear at the Final Approval Hearing through counsel, your objection must also state the identity of all attorneys who will appear at the Final Approval Hearing and your counsel must submit a Notice of Intention to Appear with the objection.

Copies of any written objection, Notice of Intention to Appear and all supporting papers and briefs must be mailed by, or delivered by email such that it is **received** by, each of the following no later than May 13, 2024:

<p><i>Lead Counsel</i> Shannon L. Hopkins Gregory M. Potrepka Levi & Korsinsky, LLP 1111 Summer Street, Suite 403 Stamford, CT 06905 Email: shopkins@zlk.com Email: gpotrepka@zlk.com</p>	<p><i>Defendants' Counsel</i> Corey Worcester Quinn Emanuel Urquhart & Sullivan, LLP 51 Madison Avenue, 22nd Floor New York, NY 10010 Email: coreyworcester@quinnemanuel.com</p>
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If you do not make your objection in the manner provided above, you will be deemed to have waived such objection and forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement or any part thereof, or to Lead Counsel's request for fees and Litigation Expenses, or Plaintiffs' request for reimbursement of cost and expenses.

17. What's the difference between objecting and being excluded from the Settlement Class?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You do not need to attend that hearing but are welcome to attend if you so desire.

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

The Final Approval Hearing will be held at 10:00 a.m. on June 6, 2024, before the Honorable Judge James Donato, United States District Court for the Northern District of California, either via telephonic or video conference, or in Courtroom 11, 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. THE FINAL APPROVAL HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE SETTLEMENT CLASS, SO PLEASE CHECK THE SETTLEMENT WEBSITE OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate; whether the proposed plan to distribute the Settlement proceeds (the "Plan of Allocation" described on pages 15 to 23 below) is reasonable; whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and whether to approve the request for an award to Lead Plaintiff for its costs and expenses. If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the attorneys' fees and reimbursement of Litigation Expenses request, and the request for an award to Lead Plaintiff for its costs and expenses. We do not know how long these decisions will take.

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

No. Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Final Approval Hearing?

Any Settlement Class Member who did not request to be excluded from the Settlement Class by May 13, 2024, is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney, and to show cause why the Settlement should not be approved as fair, reasonable, and adequate. However, you may not be heard at the Final Approval Hearing unless, on or before May 13, 2024, you file a Notice of Intention to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or brief with the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, as described in paragraph 16 above.

Only Settlement Class Members who have submitted written notices in this manner may be heard at the Final Approval Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement but you will be bound by the Settlement and you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

Yes. This Notice summarizes the proposed Settlement. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the formal Stipulation, which have been filed with the Court. Lead Plaintiff's submissions in support of the Settlement, Lead Counsel's fee and expense application, and Lead Plaintiff's request for an award to pay the time and expenses of Lead Plaintiff will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Settlement will be posted on the website set up for this case: www.CorceptSecuritiesLitigation.com. If you have any further questions, you may contact Lead Counsel identified in paragraph 14 above. You also can call the Claims Administrator at (877) 390-3297 to find answers to common questions about the Settlement and obtain information about the status of the Settlement approval process.

SPECIAL NOTICE TO NOMINEES

23. Special Notice to Banks, Trustees, Brokerage Firms or Other Nominees

If you hold any common stock or options purchased or acquired during the Settlement Class Period, as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of the Postcard Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Corcept Therapeutics Incorporated Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173029
Milwaukee, WI 53217

If you choose to mail the Postcard Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of the Postcard Notice as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable costs actually incurred or expected to be incurred in connection with forwarding the Postcard Notice and which would not have been incurred but for the obligation to forward the Postcard Notice, upon submission of appropriate documentation to the Claims Administrator.

UNDERSTANDING YOUR PAYMENT – THE PLAN OF ALLOCATION

A. Introduction to the Plan of Allocation

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market or industry-wide factors, or Company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula ("Recognized Loss") described below.

A Recognized Loss will be calculated for each share of Corcept common stock ("Common Stock") and each exchange-traded call option on Corcept Common Stock ("Call Option") purchased or otherwise acquired during the Settlement Class Period.^{2,3,4} The calculation of Recognized Loss will depend upon several factors, including when Corcept Securities were purchased or otherwise acquired during the Settlement Class Period and in what amounts, and whether such securities were sold and, if sold, when and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund equitably and to the extent it is economically feasible. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants.

The Plan of Allocation was created with the assistance of a damages consultant and is based on the assumption that the price of Corcept Common Stock was artificially inflated throughout the Settlement Class Period. The estimated alleged artificial inflation in the price of Corcept Common Stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Corcept Common Stock during the Settlement Class Period is based on the fraudulent courses of conduct alleged by Lead Plaintiff and the price changes in the stock, net of market and industry-wide factors, in reaction to the public announcements issued on January 25, 2019 and January 31, 2019 that allegedly corrected the fraud alleged by Lead Plaintiff. The Plan of Allocation takes into account that the relevant news on January 25, 2019 was issued prior to the close of market and the relevant news on January 31, 2019 was issued after the close of market and thus these disclosures removed artificial inflation from the price of Corcept Common Stock on January 25, 2019 and February 1, 2019 (the "Corrective Disclosure Dates"). In addition, the measured inflation from the January 31, 2019 disclosure includes a 75% reduction to account for legal issues related to this disclosure.

The U.S. federal securities laws allow investors to recover losses caused by disclosures which corrected the Defendants' alleged fraudulent statements. Thus, in order to have recoverable damages, the corrective disclosure of the alleged fraud must be the cause of the decline in the price or value of Corcept Common Stock. Accordingly, if Corcept Common Stock was sold before January 25, 2019 (the earliest Corrective Disclosure Date), or both purchased and sold between the two Corrective Disclosure Dates, the Recognized Loss for such stock is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, with respect to Call Options purchased during the Settlement Class Period, such options must have been open and outstanding at the opening of trading in the U.S. financial markets on at least one of the Corrective Disclosure Dates in order to have a Recognized Loss amount greater than \$0.00.

² Herein, Corcept Common Stock and Call Options are referred to collectively as "Corcept Securities."

³ Exchange-traded options are traded in units called "contracts." Each call option contract entitles the holder of the call option contract to purchase 100 shares of the underlying stock upon exercise, in this case Corcept Common Stock.

⁴ Throughout the Settlement Class Period, Corcept Common Stock was listed on the NASDAQ Capital Market exchange under the symbol CORT.

Table 1		
Artificial Inflation in Corcept Common Stock		
From	To	Per-Share Price Inflation
August 2, 2017	January 24, 2019	\$2.07
January 25, 2019	January 31, 2019	\$0.31
February 1, 2019	Thereafter	\$0.00

The “90-day lookback” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for Corcept Common Stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Corcept Common Stock purchased during the Settlement Class Period and held as of the end of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss on Corcept Common Stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Corcept Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session for the U.S. financial markets.

A Recognized Loss will be calculated as set forth below for each share of Corcept Common Stock and each Call Option purchased or otherwise acquired during the Settlement Class Period that is listed in the Claim Form and for which adequate documentation is provided.

Please note that the approval of the Settlement is separate from, and not conditioned on, the Court’s approval of the Plan of Allocation. You do not need to make any of these calculations yourself. The Claims Administrator will make all of these calculations for you.

B. Calculating Recognized Loss for Corcept Common Stock

For each share of Corcept Common Stock purchased or otherwise acquired during the Settlement Class Period, *i.e.*, August 2, 2017 through January 31, 2019, inclusive, the Recognized Loss per share shall be calculated as follows:

- I. For each share of Corcept Common Stock purchased during the Settlement Class Period that was subsequently sold prior to January 25, 2019, the Recognized Loss per share is \$0.00.
- II. For each share of Corcept Common Stock purchased during the Settlement Class Period that was subsequently sold during the period January 25, 2019 through January 31, 2019, inclusive, the Recognized Loss per share is the lesser of:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above minus the amount of per-share price inflation on the date of sale as appears in Table 1; or
 - b. the purchase price minus the sale price.

- III. For each share of Corcept Common Stock purchased during the Settlement Class Period that was subsequently sold during the period February 1, 2019 through May 1, 2019, inclusive, (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss per share is the lesser of:
- the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - the purchase price minus the sale price; or
 - the purchase price minus the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- IV. For each share of Corcept Common Stock purchased during the Settlement Class Period that was still held as of the close of trading on May 1, 2019, the Recognized Loss per share is the lesser of:
- the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - the purchase price minus the average closing price for Corcept Common Stock during the 90-Day Lookback Period, which is \$11.83.

Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
2/1/2019	\$10.03	3/5/2019	\$11.58	4/3/2019	\$11.71
2/4/2019	\$10.12	3/6/2019	\$11.60	4/4/2019	\$11.71
2/5/2019	\$10.41	3/7/2019	\$11.62	4/5/2019	\$11.72
2/6/2019	\$10.71	3/8/2019	\$11.64	4/8/2019	\$11.73
2/7/2019	\$10.77	3/11/2019	\$11.67	4/9/2019	\$11.73
2/8/2019	\$10.87	3/12/2019	\$11.70	4/10/2019	\$11.74
2/11/2019	\$10.94	3/13/2019	\$11.73	4/11/2019	\$11.75
2/12/2019	\$11.03	3/14/2019	\$11.75	4/12/2019	\$11.76
2/13/2019	\$11.08	3/15/2019	\$11.76	4/15/2019	\$11.76
2/14/2019	\$11.11	3/18/2019	\$11.78	4/16/2019	\$11.76
2/15/2019	\$11.18	3/19/2019	\$11.79	4/17/2019	\$11.76
2/19/2019	\$11.20	3/20/2019	\$11.80	4/18/2019	\$11.76
2/20/2019	\$11.21	3/21/2019	\$11.80	4/22/2019	\$11.77
2/21/2019	\$11.20	3/22/2019	\$11.78	4/23/2019	\$11.78
2/22/2019	\$11.21	3/25/2019	\$11.76	4/24/2019	\$11.79
2/25/2019	\$11.23	3/26/2019	\$11.74	4/25/2019	\$11.80
2/26/2019	\$11.28	3/27/2019	\$11.73	4/26/2019	\$11.80
2/27/2019	\$11.35	3/28/2019	\$11.72	4/29/2019	\$11.81
2/28/2019	\$11.41	3/29/2019	\$11.73	4/30/2019	\$11.82
3/1/2019	\$11.48	4/1/2019	\$11.71	5/1/2019	\$11.83
3/4/2019	\$11.54	4/2/2019	\$11.71		

The Recognized Loss is equal to the Recognized Loss per share multiplied by the number of shares.

C. Calculation of Recognized Loss for Call Options

For each Corcept Call Option purchased or otherwise acquired during the Settlement Class Period, the Recognized Loss per Call Option shall be calculated as follows:

- I. For each Call Option not held at the opening of trading on at least one of the Corrective Disclosure Dates as defined above, the Recognized Loss per Call Option is \$0.00.
- II. For Call Options purchased during the Settlement Class Period that were subsequently sold/closed during the period January 25, 2019 through May 1, 2019, inclusive, the Recognized Loss per Call Option is the lesser of:
 - a. the amount of per-option price inflation on the date of purchase as appears in Table 3, below, minus the amount of per-option price inflation on the date of sale as appears in Table 3; or
 - b. the purchase price minus the sale price.⁵
- III. For Call Options purchased during the Settlement Class Period that were held as of the close of trading on May 1, 2019, inclusive, the Recognized Loss per Call Option is the lesser of:
 - a. the amount of per-option price inflation on the date of purchase as appears in Table 3; or
 - b. the purchase price less the 90-Day Value as set forth in Table 3.

The Recognized Loss is equal to the Recognized Loss per Call Option multiplied by 100 times the number of Call Options.

No Recognized Loss shall be calculated based upon the purchase or acquisition of any Corcept Call Option that had been previously sold or written.

Expiration Date	Exercise Price	Inflation 8/2/2017 - 1/24/2019	Inflation 1/25/2019 - 1/31/2019	90-Day Value	Holding Value
2/15/2019	\$6.00	\$1.90	\$0.28	\$5.36	\$4.30
2/15/2019	\$7.00	\$1.87	\$0.28	\$4.39	\$3.33
2/15/2019	\$8.00	\$1.79	\$0.26	\$3.38	\$2.43
2/15/2019	\$9.00	\$1.72	\$0.25	\$2.39	\$1.55
2/15/2019	\$10.00	\$1.60	\$0.20	\$1.43	\$0.73
2/15/2019	\$11.00	\$1.51	\$0.14	\$0.71	\$0.38
2/15/2019	\$12.00	\$1.29	\$0.10	\$0.26	\$0.15
2/15/2019	\$13.00	\$0.98	\$0.05	\$0.08	\$0.08
2/15/2019	\$14.00	\$0.72	\$0.04	\$0.03	\$0.00
2/15/2019	\$15.00	\$0.44	\$0.02	\$0.04	\$0.00
2/15/2019	\$16.00	\$0.25	\$0.02	\$0.00	\$0.00

⁵ For Call Options that expire without being exercised, the sale/closing price is deemed to be \$0. For Call Options that were exercised, the sale/closing price is equal to the higher of (i) zero; or (ii) the closing price of Corcept Common Stock on the date of exercise less the exercise price of the option.

Table 3					
Call Option Inflation (values are per underlying share)					
Expiration Date	Exercise Price	Inflation 8/2/2017 - 1/24/2019	Inflation 1/25/2019 - 1/31/2019	90-Day Value	Holding Value
2/15/2019	\$17.00	\$0.17	\$0.00	\$0.00	\$0.00
2/15/2019	\$18.00	\$0.10	\$0.00	\$0.00	\$0.00
2/15/2019	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$24.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$28.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$31.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$34.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2019	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$7.00	\$1.90	\$0.26	\$4.97	\$3.58
3/15/2019	\$8.00	\$1.87	\$0.25	\$3.99	\$2.73
3/15/2019	\$9.00	\$1.76	\$0.23	\$3.01	\$1.98
3/15/2019	\$10.00	\$1.59	\$0.19	\$2.08	\$1.45
3/15/2019	\$11.00	\$1.46	\$0.15	\$1.27	\$0.78
3/15/2019	\$12.00	\$1.26	\$0.11	\$0.62	\$0.40
3/15/2019	\$13.00	\$1.03	\$0.07	\$0.28	\$0.33
3/15/2019	\$14.00	\$0.83	\$0.04	\$0.10	\$0.00
3/15/2019	\$15.00	\$0.57	\$0.00	\$0.05	\$0.00
3/15/2019	\$16.00	\$0.50	\$0.00	\$0.00	\$0.00
3/15/2019	\$17.00	\$0.29	\$0.00	\$0.00	\$0.00
3/15/2019	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
3/15/2019	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$5.00	\$2.07	\$0.31	\$6.94	\$5.15
5/17/2019	\$6.00	\$1.94	\$0.28	\$5.98	\$4.20
5/17/2019	\$7.00	\$1.81	\$0.28	\$5.02	\$3.45

Table 3					
Call Option Inflation (values are per underlying share)					
Expiration Date	Exercise Price	Inflation 8/2/2017 - 1/24/2019	Inflation 1/25/2019 - 1/31/2019	90-Day Value	Holding Value
5/17/2019	\$8.00	\$1.73	\$0.25	\$4.11	\$2.73
5/17/2019	\$9.00	\$1.67	\$0.22	\$3.20	\$2.08
5/17/2019	\$10.00	\$1.62	\$0.20	\$2.41	\$1.65
5/17/2019	\$11.00	\$1.46	\$0.17	\$1.68	\$0.78
5/17/2019	\$12.00	\$1.29	\$0.14	\$1.14	\$1.15
5/17/2019	\$13.00	\$1.12	\$0.11	\$0.73	\$1.03
5/17/2019	\$14.00	\$0.95	\$0.08	\$0.45	\$0.40
5/17/2019	\$15.00	\$0.81	\$0.07	\$0.28	\$0.40
5/17/2019	\$16.00	\$0.67	\$0.06	\$0.14	\$0.28
5/17/2019	\$17.00	\$0.52	\$0.06	\$0.07	\$0.30
5/17/2019	\$18.00	\$0.42	\$0.05	\$0.09	\$0.38
5/17/2019	\$19.00	\$0.33	\$0.04	\$0.01	\$0.00
5/17/2019	\$20.00	\$0.25	\$0.03	\$0.06	\$0.38
5/17/2019	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$24.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$28.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$31.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2019	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00
8/16/2019	\$5.00	\$1.99	\$0.31	\$6.95	\$5.30
8/16/2019	\$6.00	\$1.93	\$0.28	\$6.02	\$4.45
8/16/2019	\$7.00	\$1.85	\$0.26	\$5.13	\$3.70
8/16/2019	\$8.00	\$1.78	\$0.24	\$4.33	\$2.95
8/16/2019	\$9.00	\$1.66	\$0.22	\$3.58	\$2.48
8/16/2019	\$10.00	\$1.57	\$0.20	\$2.91	\$1.93
8/16/2019	\$11.00	\$1.45	\$0.18	\$2.34	\$1.53
8/16/2019	\$12.00	\$1.32	\$0.15	\$1.82	\$1.20
8/16/2019	\$13.00	\$1.19	\$0.13	\$1.40	\$0.95
8/16/2019	\$14.00	\$1.06	\$0.11	\$1.06	\$1.18
8/16/2019	\$15.00	\$0.93	\$0.09	\$0.81	\$1.03
8/16/2019	\$16.00	\$0.80	\$0.07	\$0.60	\$0.95
8/16/2019	\$17.00	\$0.69	\$0.06	\$0.44	\$0.90

Table 3**Call Option Inflation (values are per underlying share)**

Expiration Date	Exercise Price	Inflation 8/2/2017 - 1/24/2019	Inflation 1/25/2019 - 1/31/2019	90-Day Value	Holding Value
8/16/2019	\$18.00	\$0.61	\$0.05	\$0.30	\$0.55
8/16/2019	\$19.00	\$0.52	\$0.05	\$0.17	\$0.75
8/16/2019	\$20.00	\$0.44	\$0.04	\$0.08	\$0.00
8/16/2019	\$21.00	\$0.37	\$0.03	\$0.13	\$0.00
8/16/2019	\$22.00	\$0.26	\$0.00	\$0.07	\$0.00
8/16/2019	\$23.00	\$0.22	\$0.00	\$0.00	\$0.00
8/16/2019	\$24.00	\$0.20	\$0.00	\$0.00	\$0.00
8/16/2019	\$25.00	\$0.17	\$0.00	\$0.00	\$0.00
8/16/2019	\$26.00	\$0.16	\$0.00	\$0.00	\$0.00
8/16/2019	\$27.00	\$0.15	\$0.00	\$0.00	\$0.00
8/16/2019	\$28.00	\$0.14	\$0.00	\$0.00	\$0.00
8/16/2019	\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
8/16/2019	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2020	\$3.00	\$2.04	\$0.31	\$8.93	\$7.25
1/17/2020	\$5.00	\$1.98	\$0.28	\$7.12	\$5.55
1/17/2020	\$8.00	\$1.74	\$0.24	\$4.79	\$2.58
1/17/2020	\$10.00	\$1.57	\$0.21	\$3.55	\$2.80
1/17/2020	\$12.00	\$1.37	\$0.17	\$2.57	\$0.00
1/17/2020	\$15.00	\$1.12	\$0.16	\$1.54	\$0.00
1/17/2020	\$17.00	\$1.04	\$0.14	\$1.09	\$2.10
1/17/2020	\$20.00	\$0.68	\$0.12	\$0.60	\$0.48
1/17/2020	\$22.00	\$0.52	\$0.11	\$0.36	\$0.00
1/17/2020	\$25.00	\$0.41	\$0.10	\$0.19	\$0.23
1/17/2020	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2020	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
1/15/2021	\$3.00	\$2.00	\$0.29	\$9.17	\$7.55
1/15/2021	\$5.00	\$1.92	\$0.28	\$7.68	\$5.95
1/15/2021	\$8.00	\$1.77	\$0.25	\$5.81	\$4.35
1/15/2021	\$10.00	\$1.60	\$0.22	\$4.89	\$4.15
1/15/2021	\$12.00	\$1.46	\$0.20	\$4.05	\$3.35
1/15/2021	\$15.00	\$1.27	\$0.18	\$3.10	\$2.65
1/15/2021	\$17.00	\$1.12	\$0.14	\$2.47	\$1.73
1/15/2021	\$20.00	\$0.93	\$0.12	\$1.97	\$2.25
1/15/2021	\$22.00	\$0.84	\$0.10	\$1.52	\$0.00
1/15/2021	\$25.00	\$0.75	\$0.08	\$1.38	\$0.00
1/15/2021	\$30.00	\$0.61	\$0.06	\$0.89	\$0.00
1/15/2021	\$35.00	\$0.36	\$0.00	\$0.56	\$0.00

D. General Provisions Applicable to the Plan of Allocation

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

A purchase or sale of Corcept Securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

Acquisition by Gift, Inheritance or Operation of Law: If a Settlement Class Member acquired Corcept Securities during the Settlement Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that Corcept Common Stock or a Call Option was originally purchased prior to commencement of the Settlement Class Period, the Recognized Loss for that acquisition shall be deemed to be zero (\$0.00).

If a Settlement Class Member made more than one purchase/acquisition or sale of any Corcept Security during the Settlement Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. With respect to Corcept Common Stock and Call Options, Settlement Class Period sales will be matched first against any holdings as of the close of trading on August 1, 2017 (the last day before the Settlement Class Period begins), and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

The date of covering a “short sale” of Corcept Common Stock is deemed to be the date of purchase of Corcept shares. The date of a “short sale” of Corcept Common Stock is deemed to be the date of sale of Corcept shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has a short position in Corcept Common Stock, the earliest subsequent Settlement Class Period purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

The Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to his, her, or its overall transactions in Corcept Common Stock⁶ and Call Options during the Settlement Class Period. For purposes of making this calculation, the Claims Administrator will determine the difference between: (i) the Claimant’s Total Purchase Amount⁷ and (ii) the sum of the Claimant’s Total Sales Proceeds⁸ and the Claimant’s Holding Value.⁹ If the Claimant’s Total Purchase Amount minus the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if

⁶ Including transactions in common stock due to the assignment or exercise of options.

⁷ The “Total Purchase Amount” is the total amount the Claimant paid (excluding any fees, commissions, and taxes) for all shares or contracts of Corcept Common Stock and Call Options purchased/acquired during the Settlement Class Period. Purchases of call options or stock that match under FIFO to short or written positions held prior to the Settlement Class Period will be excluded from the calculation. The purchase amount for an assigned call option (*i.e.*, the closing of a written call option due to exercise) shall be equal to the closing stock price on the date of assignment less the exercise price.

⁸ The “Total Sales Proceeds” will be the total amount received (not deducting any fees, commissions, and taxes) for sales of Corcept Common Stock and Call Options that are made by the Claimant during the Settlement Class Period. Sales of call options or stock that match under FIFO to positions held prior to the Settlement Class Period will be excluded from the calculation. The sale amount for an exercised call option (*i.e.*, the closing of a purchased call option due to exercise) shall be equal to the closing stock price on the date of exercise less the exercise price.

⁹ The Claims Administrator will ascribe a “Holding Value” of \$10.03 to each share of Corcept Common Stock purchased/acquired during the Class Period that was still held as of the close of trading on January 31, 2019. For Call Options purchased/acquired during the Settlement Class Period that were still held as of the close of trading on January 31, 2019, the Claims Administrator will ascribe a holding value for that option as listed in Table 3. For common stock sold short or call options written during the Settlement Class Period and still held as of the close of trading on January 31, 2019, the Claims Administrator will ascribe a holding value for that common stock or call option as described above, but such holding value will be multiplied by -1 (*i.e.*, equivalent to a closing purchase of such short/written position).

the number is a negative number or zero, that number will be the Claimant's Market Gain.

If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Corcept Common Stock and Call Options during the Settlement Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Corcept Common Stock and Call Options during the Settlement Class Period, but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

With respect to Corcept Common Stock purchased through the exercise of a call or put option,¹⁰ the purchase date of the stock shall be the exercise date of the option and the purchase price shall be the closing price of Corcept Common Stock on the exercise date. Any Recognized Loss arising from purchases of Corcept Common Stock acquired during the Settlement Class Period through the exercise of an option on Corcept Common Stock shall be computed as provided for other purchases of Corcept Common Stock in the Plan of Allocation.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her or its total Recognized Losses as compared to the total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Settlement Class Members who do not submit an acceptable Claim Form will not share in the Settlement proceeds. The Stipulation and Judgment dismissing this Action will nevertheless bind Settlement Class Members who do not submit a request for exclusion or submit an acceptable Claim Form.

Defendants, their respective counsel, and all other Defendant Releasees will have no responsibility for, interest in, or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund (except insofar as Defendants' insurance carrier retains the right to a potential refund of the Settlement Amount and accrued interest thereon pursuant to the terms of ¶7.3 of the Stipulation), the Plan of Allocation, the determination, administration or calculation of Claims, the payment of any Claim, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent, Plaintiff's Counsel or any Claims Administrator likewise will have no liability for their reasonable efforts to execute, administer and distribute the Settlement.

No Authorized Claimant will have any claim against Lead Plaintiff, Lead Counsel or the Claims Administrator, or any other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation, the Plan of Allocation or further orders of the Court. In addition, in the interest of achieving substantial justice, Lead Counsel will have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms filed.

DATED: JANUARY 26, 2024

THE HONORABLE JAMES DONATO
United States District Court Judge for
The Northern District of California

¹⁰ Including (i) purchases of Corcept Common Stock as the result of the exercise of a call option on Corcept Common Stock; and (ii) purchases of Corcept Common Stock by the seller of a put option on Corcept Common Stock as a result of the buyer of such put option exercising that put option.