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Attorneys for Plaintiff LEONARD MOORE,
Individually, and on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ELIZABETH CHAVEZ; LEONARD
MOORE, individually and on behalf of others
similarly situated and aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

TRUEPILL, INC., a Delaware corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV047001

Honorable Patrick McKinney
Department 18

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 635941558494
Date: December 10, 2025
Time: 1:30 p.m.
Dept.: 18

Complaint Filed: October 10, 2023
FAC Filed: October 20, 2025
Trial Date: Not Set

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
17 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
18 that are in settlement.

19 7. Jared C. Osborne joined Blackstone Law, APC also from a highly reputable
20 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
21 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor
22 degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law
23 Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in
24 February 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment
25 attorney handling both individual and class action cases. He was most recently recognized as a 2025
26 Southern California Rising Star by Super Lawyers.

27 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History

9. On September 8, 2023, former plaintiff Elizabeth Chavez (“Former Plaintiff”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Truepill, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant. A true and correct copy of the September 8, 2023 notice is attached hereto as **Exhibit 2**.

10. On October 10, 2023, Former Plaintiff filed a Class Action Complaint for Damages against Defendant and former defendant Beacon Hill Staffing Group LLC in the action entitled *Elizabeth Chavez v. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001 (“Action”).

11. On November 14, 2023, Former Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code 2698 *Et Seq.* against Defendant and former defendant Beacon Hill Staffing Group LLC in the action entitled *Elizabeth Chavez v. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247 (“Chavez PAGA Action”) alleging one cause of action under PAGA.

12. On December 18, 2023, former defendant Beacon Hill Staffing Group LLC propounded written formal discovery onto Former Plaintiff (specifically, Special Interrogatories (Set One) and Request for Production of Documents (Set One)) in the Action.

13. On January 25, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant. A true and correct copy of the January 25, 2024 notice is attached hereto as **Exhibit 3**.

14. On January 30, 2024, former defendant Beacon Hill Staffing Group LLC propounded written formal discovery onto Former Plaintiff (specifically, Special Interrogatories (Set One) and Request for Production of Documents (Set One)) in the Chavez PAGA Action.

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1 15. On March 12, 2024, pursuant to the request of Former Plaintiff, former defendant
2 Beacon Hill Staffing Group LLC was dismissed from the Chavez PAGA Action without prejudice.

3 16. On March 20, 2024, pursuant to the request of Former Plaintiff, former defendant
4 Beacon Hill Staffing Group LLC was dismissed from the Action without prejudice.

5 17. On April 3, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
6 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* against Defendant in the action entitled
7 *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 24CV070208 (“Moore
8 PAGA Action”) alleging one cause of action under PAGA.

9 18. On November 11, 2024, Plaintiff and Defendant (together, the “Parties”) participated
10 in a formal mediation conducted by Steven J. Rottman, Esq. (“Mediator”), a neutral and respected
11 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
12 Mediator’s evaluations, the Parties were able to reach an agreement to resolve the Action, Chavez
13 PAGA Action, and Moore PAGA Action on a class and representative basis. The Parties then worked
14 diligently to negotiate and memorialize the terms in a long form settlement agreement.

15 19. On September 30, 2025, Plaintiff provided an amended written notice to the LWDA by
16 online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
17 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
18 Defendant. A true and correct copy of the September 30, 2025 notice is attached hereto as **Exhibit 4**.

19 20. On October 20, 2025, Plaintiff filed a First Amended Class and Representative Action
20 Complaint (“Operative Complaint”) in the Action, which substituted Plaintiff as the named plaintiff
21 in place of Former Plaintiff, and added a cause of action under PAGA with the applicable period dating
22 back to Former Plaintiff’s PAGA claims. The Operative Complaint alleges ten (10) causes of action
23 for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
24 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
25 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
26 during employment, failure to provide accurate wage statements, failure to timely pay wages upon
27 termination, and failure to reimburse necessary business expenses, for violations of California
28 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor

Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

21. On October 21, 2025, pursuant to the request of Former Plaintiff, the Chavez PAGA Action was dismissed without prejudice.

22. On October 21, 2025, pursuant to the request of Plaintiff, the Moore PAGA Action was dismissed without prejudice.

23. On October 22, 2025, pursuant to the request of Former Plaintiff, Former Plaintiff's individual claims were dismissed from the Action without prejudice.

24. On November 10, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 5**.

Summary of the Terms of the Settlement Agreement

25. For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all non-exempt, hourly-paid employees who worked for Defendant in California during the Class Period" ("Class" or "Class Member(s)"). The Class Period is defined as the period from October 10, 2019 through March 1, 2025. Based on information provided by Defendant, it is estimated that there are a total of approximately eight hundred and seventy-three (873) Class Members.

26. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$466,666.67 if the Gross Settlement Amount is \$1,400,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00); (3) Administration Expenses Payment, not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (4) Class Representative Service Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Penalties in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the

1 above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement
2 Amount that will be available for Class Members is currently estimated to be Seven Hundred Eighty
3 Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$780,833.33). Additionally,
4 25% of the PAGA Penalties, which is \$25,000.00 out of \$100,000.00, will be fully distributed to “all
5 non-exempt, hourly-paid employees who worked for Defendant in California during the PAGA
6 Period” (“Aggrieved Employee(s)”). The “PAGA Period” is defined as the period from September 8,
7 2022 through March 1, 2025.

8 27. The Net Settlement Amount will be distributed and paid to all Class Members who do
9 not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata*
10 basis based on the number of weeks during which a Class Member performed work for Defendant for
11 at least one shift during the Class Period (“Workweeks”). Each Class Member’s *pro rata* share of the
12 Net Settlement Amount (“Individual Class Payment”) will be calculated by the Administrator, in
13 accordance with the Settlement Agreement.

14 28. Twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to all
15 Aggrieved Employees on a *pro rata* basis based on the number of pay periods during which an
16 Aggrieved Employee performed work for Defendant for at least one shift during the PAGA Period
17 (“PAGA Pay Periods”). Each Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of
18 the PAGA Penalties (“Individual PAGA Payment”) will be calculated by the Administrator, in
19 accordance with the Settlement Agreement.

20 29. Each Individual Class Payment will be allocated as ten percent (10%) wages (the
21 “Wage Portion(s)”) and ninety percent (90%) interest and penalties (the “Non-Wage Portion(s)”). The
22 Wage Portions will be reported on an IRS Form W-2 and the Non-Wage Portions will be reported on
23 an IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the
24 employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Class
25 Payments, and issue checks to Participating Class Members for their net payment of their Individual
26 Class Payment. The employer’s share of taxes and contributions in connection with the Wage Portion
27 of Individual Class Payments will be paid by Defendant separately and in addition to the Gross
28 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)

1 penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator.

2 30. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
3 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
4 Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
5 Settlement Agreement. No money will revert to Defendant.

6 31. Each Individual Class Payment and Individual PAGA Payment check will be valid and
7 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
8 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
9 the Administrator to East Bay Community Law Center consistent with Code of Civil Procedure section
10 384, subdivision (b). The Parties and their counsel each represent that they have no interest or
11 relationship, financial or otherwise, with the intended *cy pres*.

12 **The Settlement is Reasonable**

13 ***Informed Arms-Length Negotiations***

14 32. The Parties' settlement negotiations were at all times made at arm's-length and were
15 adversarial. The Settlement was reached following a full day of mediation with a highly respected
16 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
17 additional negotiations in order to finalize the long-form agreement presently before the Court.

18 33. The Parties engaged in extensive informal discovery prior to reaching a settlement.
19 Prior to mediation, Defendant produced a random sampling of putative class members' pay records
20 and time data as well as Defendant's relevant wage and hour policies, and information regarding the
21 total number of putative class members, the number of current versus former employees, the total
22 workweeks worked by the putative class members, and the average rate of pay for the putative class
23 members.

24 34. This allowed Class Counsel to conduct an informed assessment and analysis of the
25 strengths and weaknesses of the claims and the potential class-wide damages.

26 35. Based on the information exchanged, the Parties extensively briefed issues regarding
27 class certification and liability and provided their analyses to the Mediator who helped the Parties
28 debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

36. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$14,908,522, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$318,561 for meal period violations (less meal period premiums paid); \$7,177,436 for rest period violations at a 100% violation rate; \$1,673,402 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$3,600 for unpaid overtime wages at the required regular rate of pay; \$6,181 for unpaid meal break premiums and sick pay at the required regular rate of pay; \$458,730 for unreimbursed business expenses; \$3,970,612 for waiting time penalties; and \$1,300,000 for wage statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of \$1,945,900 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$16,854,422 in damages.

Specific Risks Considered

37. Although the investigation and information discovered supports Plaintiff's contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

38. Class Counsel is aware of Defendant's defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary

1 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
2 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

3 39. Defendant denied and continues to deny any liability and wrongdoing of any kind
4 associated with the claims alleged in the Action, and further denies that class certification is
5 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
6 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
7 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
8 individual issues would predominate should this case go to trial. As with all class actions, these
9 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
10 that the Court may deny class certification.

11 40. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
12 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
13 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
14 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
15 in the manner required under California law. Defendant contended that its policies and practices at all
16 times during the Class Period were lawful. Defendant also contended that many of its employees who
17 frequently worked shifts that did not exceed six hours in length had signed lawful meal period waivers,
18 thereby reducing the alleged violation rate. Indeed, Plaintiff's analysis revealed only a 0.4% violation
19 rate for purported unique meal period violations after offsetting meal period premiums paid and taking
20 into consideration valid and enforceable meal break waivers. Defendant further argued that the rate
21 of purported meal period violations reflected in the data would require individualized inquiry and that
22 such inquiry would prohibit a class from being certified. We also had to consider the risk that the
23 Court would find validity in the individualized proof defense to certification of Plaintiff's meal period
24 claim.

25 41. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
26 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
27 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
28 required under California law. Additionally, this claim was even more uncertain given the difficulties

1 associated with proving the alleged rest period violations, as Defendant was not required to record
2 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
3 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
4 certainty, which made the estimated value of this claim subject to much challenge.

5 42. Plaintiff also faced challenges certifying and proving liability for his minimum wage
6 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
7 performed by the Class Members both before and after their shifts and during purported meal periods.
8 However, the individualized nature of why this work was performed and the individualized nature of
9 damages presented substantial concerns regarding the manageability of the case and the risk the Court
10 could find these issues prevented certification, and the estimated damages for this claim were based
11 on an assumption that all Class Members worked off the clock for at least one hour per week.
12 Plaintiff's unpaid wage claim was also based on Defendant having failed to factor all forms of non-
13 discretionary compensation into the regular rate of pay for the purpose of paying overtime
14 compensation, meal period premiums, and sick pay. However, Defendant contended that it correctly
15 factored in all forms of non-discretionary compensation into the regular rate of pay.

16 43. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
17 Members for necessary business-related expenses, such as the usage of personal cell phones for work-
18 related purposes. Defendant contended that it had a policy and practice of reimbursing employees for
19 necessary business-related expenses. Defendant further contended that, with respect to the alleged
20 expenses for which Plaintiff and the other Class Members never requested reimbursement from
21 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
22 incurred. Defendant further contended that the reason for why a Class Member undertook certain
23 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
24 would raise individual issues that could not be certified.

25 44. There are also substantial risks associated with Plaintiff's waiting time penalties and
26 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
27 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
28 certification was denied on those underlying claims, these derivative claims for penalties would also

likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations. Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain.

45. Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

46. Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing his ability to succeed on class certification by 70% to \$5,056,327. The merits-based risk factors further reduced Defendant's estimated liability by an additional 70%. This resulted in an adjusted estimated liability of \$1,516,898. In light thereof, the settlement amount of \$1,400,000 is a significant settlement.

47. Class Counsel also separately contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it

1 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
2 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
3 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
4 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
5 enforcement of California's labor laws by financing state activities and educating and deterring non-
6 compliance.

7 48. Therefore, after considering this multitude of factors, we concluded that it was in the
8 best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and
9 to allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement
10 Amount towards the PAGA claims, which represents approximately 7.14% of the Gross Settlement
11 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
12 regularly approved in both state and federal court for cases that include both a class and PAGA action.
13 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
14 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been
15 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
16 significant, not only from a monetary perspective, but also because it fulfills the public policy
17 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,
18 and deter future non-compliance by the employer.

19 49. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
20 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
21 of California and is within the accepted range of recoveries for this type of litigation given the inherent
22 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
23 litigation.

24 ***Class Representative Service Payment***

25 50. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class
26 Representative Service Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)
27 to Plaintiff Leonard Moore. This Class Representative Service Payment is eminently reasonable given
28 the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of

1 Plaintiff's actions. Notice of the requested Class Representative Service Payment is disclosed to the
2 Class Members in the Class Notice.

3 ***Attorneys' Fees and Costs***

4 51. The attorneys' fees incurred by Class Counsel are in line with the common fund
5 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
6 amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$466,666.67 if the Gross
7 Settlement Amount is \$1,400,000.00) and actual litigation costs and expenses in an amount not to
8 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), which will be paid out of the Gross
9 Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and
10 costs of litigation and will not receive any compensation until recovery is obtained.

11 52. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
12 into tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved
13 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
14 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
15 favorably with other similar class action settlements of this type, given the strengths and weaknesses
16 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
17 increased significantly had the case progress through certification, trial, and/or upon appeal.

18 53. Class Counsel has litigated this matter for over two years and was actively preparing
19 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
20 of the legal services provided, the time incurred in performing those services, and Class Counsel's
21 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
22 by Class Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation
23 Expenses Payment is disclosed to the Class Members in the Class Notice.

24 ***Notice to the Class***

25 54. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Administrator") to
26 handle the notice and settlement administration process. The Parties respectfully request that the Court
27 appoint ILYM to handle these procedures and to serve as the Administrator. Defendant will provide
28 ILYM with the Class Data and ILYM will calculate each Class Member's estimated Individual Class

1 Payment and each Aggrieved Employee's estimated Individual PAGA Payment. ILYM will also
2 receive and process Requests for Exclusion, written objections, and challenges to Workweeks and/or
3 PAGA Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and
4 transmit necessary taxes and withholdings with respect to the wages portion of the Individual Class
5 Payments; will prepare and submit informational and other tax filings and documents; will issue and
6 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
7 Class Payment checks to the Participating Class Members and Individual PAGA Payment checks to
8 the Aggrieved Employees; and perform any other usual and customary duties for administering a class
9 action settlement.

10 55. I am not aware of an alternative method of providing notice to the Class which would
11 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
12 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
13 method, skip tracing will be performed, if necessary.

14 ***Notice of Settlement to the LWDA***

15 56. In accordance with California Labor Code section 2699(1)(2), on November 14, 2025,
16 a copy of the proposed Settlement was submitted to the LWDA via online submission through the
17 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
18 hereto as **Exhibit 6**.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21 Executed on November 14, 2025, at Jersey City, New Jersey.

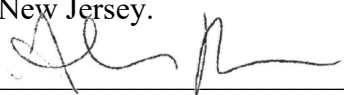
22 
23 _____
24 Alexandra Rose

EXHIBIT 1

- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-

2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA

action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final

settlement of wage and hour class action.

- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County

Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

September 8, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Elizabeth Chavez v. Truepill, Inc. and Beacon Hill Staffing Group, LLC*

Dear Representative:

This office represents Elizabeth Chavez (“Claimant”) with respect to her claims under the California Labor Code against Truepill, Inc. and Beacon Hill Staffing Group, LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately February 2022 to October 2022 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as a Fulfillment Clerk and Warehouse Worker at 3121 Diablo Ave, Hayward, CA 94545.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to package items for disbursement. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant

to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with

California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal

entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Truepill, Inc.
3121 Diablo Ave
Hayward, CA 94545

Truepill, Inc.
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

Beacon Hill Staffing Group, LLC
152 Bowdoin Street
Boston, MA 02108

Beacon Hill Staffing Group, LLC
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

EXHIBIT 3



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Miriam Schimmel, Esq.
mschimmel@blackstonepc.com

January 25, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Leonard Moore v. Truepill, Inc.*

To Whom It May Concern:

This office represents Leonard Moore (“Claimant”) with respect to their claims under the California Labor Code against Truepill, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Leonard Moore from approximately January 2022 to January 2023 as a non-exempt, hourly-paid employee. Leonard Moore worked as a Technician for Employers and was based out of Employers’ facility located at 3121 Diablo Ave, Hayward, CA 94545.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, prior to clocking-in and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and vehicles for necessary, work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Truepill, Inc.
3121 Diablo Ave
Hayward, CA 94545

Truepill, Inc.
Agent for Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

EXHIBIT 4

September 30, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Leonard Moore v. Truepill, Inc.*

To Whom It May Concern:

This office represents Leonard Moore (“Claimant”) with respect to their claims under the California Labor Code against Truepill, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Leonard Moore from approximately January 2022 to January 2023 as a non-exempt, hourly-paid employee. Leonard Moore worked as a Technician for Employers and was based out of Employers’ facility located at 3121 Diablo Ave, Hayward, CA 94545.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, prior to clocking-in and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and vehicles for necessary, work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Additionally, Employers failed to properly provide accrued sick pay under California Labor Code section 246.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections

2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



Alexandra Rose, Esq.

cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

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Attorneys for Truepill, Inc.

EXHIBIT 5

**JOINT STIPULATION OF
CLASS AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

This Joint Stipulation of Class and PAGA Settlement Agreement and Release (“Agreement”) is entered into by and between the parties to the civil actions entitled *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001; *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247; and *Leonard Moore vs. Truepill, Inc.*, Alameda County Superior Court, Case No. 24CV070208, Plaintiff Leonard Moore (“Plaintiff”), on behalf of himself and the putative class, and Defendant Truepill, Inc. (“Truepill” or “Defendant”; and collectively with Plaintiff as the “Parties” and individually as “Party”).

1. DEFINITIONS

Unless otherwise defined herein, initial capitalized terms used in this Agreement shall have the meanings set forth below:

1.1 “Action” means the action currently entitled *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001.

1.2 “Actions” means the following lawsuits alleging wage and hour violations against Defendant: *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001; *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247; and *Leonard Moore vs. Truepill, Inc.*, Alameda County Superior Court, Case No. 24CV070208.

1.3 “Administrator” means ILYM Group Inc. (“ILYM”) the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.5 “Aggrieved Employee(s)” means all non-exempt, hourly-paid employees who worked for Defendant in California during the PAGA Period.

1 1.6 “Class” or “Class Member(s)” means all non-exempt, hourly-paid employees who
2 worked for Defendant in California during the Class Period.

3 1.7 “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
4 Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC.

5 1.8 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
6 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
7 expenses, respectively, incurred to prosecute the Actions.

8 1.9 “Class Data” means Class Member identifying information in Defendant’s
9 possession including the Class Member’s full name, last-known mailing address, last known
10 telephone number, Social Security number, and number of Workweeks and PAGA Pay Periods.

11 1.10 “Class Member Address Search” means the Administrator’s investigation and
12 search for current Class Member mailing addresses using all reasonably available sources, methods,
13 and means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.11 “Class Notice” means the Court Approved Notice Of Class Action Settlement And
16 Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form,
17 without material variation, attached as **Exhibit A** and incorporated by reference into this
18 Agreement.

19 1.12 “Class Period” means the period from October 10, 2019 through March 1, 2025.

20 1.13 “Class Representative” means Plaintiff Leonard Moore in the Operative Complaint
21 in the Action seeking Court approval to serve as the Class Representative.

22 1.14 “Class Representative Service Payment” means the payment to the Class
23 Representative for prosecuting the Action and providing services in support of the Action.

24 1.15 “Court” means the judge presiding over the Action (*Elizabeth Chavez vs. Beacon*
25 *Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001).

26 1.16 “Defendant” means Truepill, Inc.

27 1.17 “Defense Counsel” means Fisher & Phillips LLP.

28

1 1.18 “Effective Date” means the date by when both of the following have occurred:
2 (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and
3 Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following
4 occurrences: (a) if no Participating Class Members object to the Settlement, the day the Court enters
5 the Final Approval Order and Judgment; and (b) if one or more Participating Class Members objects
6 to the Settlement, the day after the deadline for filing a notice of appeal from the Final Approval
7 Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed,
8 the last of the following dates: (1) the last date by which a petition for review by the California
9 Supreme Court of the California Court of Appeal’s decision affirming the Final Approval Order
10 and Judgment may be filed, and none is filed; (2) the last date by which a petition for a writ of
11 certiorari to the United States Supreme Court of a decision by the California Court of Appeal or the
12 California Supreme Court affirming the Final Approval Order and Judgment may be filed, and none
13 is filed; and (3) if a petition for review by the California Supreme Court, or a petition for a writ of
14 certiorari to the U.S. Supreme Court, seeking review of the Final Approval Order and Judgment or
15 of the California Court of Appeal’s decision on an appeal from the Final Approval Order and
16 Judgment is timely filed, the date on which the highest reviewing court renders its decision denying
17 the petition (where the immediately lower court affirmed the Final Approval Order and Judgment)
18 or affirming the Final Approval Order and Judgment.

19 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final
20 Approval of the Settlement.

21 1.20 “Final Approval Order and Judgment” means the Court’s order granting final
22 approval of the Settlement and entering judgment thereon

23 1.21 “Gross Settlement Amount” means One Million Four Hundred Thousand Dollars
24 and Zero Cents (\$1,400,000) which is the total amount Defendant agrees to pay under the
25 Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used
26 to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses, Class Representative Service Payment,
28 and Administration Expenses Payment.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24 “LWDA” means the California Labor and Workforce Development Agency.

1.25 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.26 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28 “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed work for Defendant for at least one shift during the PAGA Period.

1.29 “PAGA Period” means the period from September 8, 2022 through March 1, 2025.

1.30 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.31 “PAGA Notice” means Elizabeth Chavez and Plaintiff Leonard Moore’s respective letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.32 “PAGA Penalties” means the total amount of One Hundred Thousand Dollars and Zero Cents (\$100,000) allocated to PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1 1.33 “Participating Class Member” means a Class Member who does not submit a valid
2 and timely Request for Exclusion.

3 1.34 “Plaintiff” means Leonard Moore.

4 1.35 “Preliminary Approval” means the date on which the Court enters the Preliminary
5 Approval Order.

6 1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary
7 Approval of Class Action and PAGA Settlement.

8 1.37 “Released Class Claims” means the claims being released as described in Paragraph
9 5.2 below.

10 1.38 “Released PAGA Claims” means the claims being released as described in
11 Paragraph 5.3 below.

12 1.39 “Released Parties” means Defendant and each of its and their former and present
13 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
14 parents, subsidiaries, affiliated companies or entities, and their exempt employees, partners, and
15 agents.

16 1.40 “Request for Exclusion” means a Class Member’s written request to be excluded
17 from the Class Settlement signed by the Class Member.

18 1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice
19 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
20 may submit Requests for Exclusion to the Settlement Administrator, written objections to the
21 Settlement Administrator, and/or challenges to Workweeks and/or PAGA Pay Periods to the
22 Settlement Administrator. Class Members to whom Class Notices are resent after having been
23 returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the
24 expiration of the Response Deadline.

25 1.42 “Workweek” means any week during which a Class Member performed work for
26 Defendant for at least one shift during the Class Period.

1 **2. RECITALS.**

2 2.1 On October 10, 2023, Elizabeth Chavez commenced an action alleging causes of
3 action against former defendant Beacon Hill Staffing Group LLC and Defendant (*Elizabeth Chavez*
4 *vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No.
5 23CV047001) for (1) Unpaid Minimum Wages; (2) Unpaid Overtime; (3) Unpaid Meal Period
6 Premiums; (4) Unpaid Rest Period Premiums; (5) Wages Not Timely Paid During Employment;
7 (6) Failure To Provide Accurate Wage Statements; (7) Untimely Final Wages; (8) Failure To
8 Reimburse Necessary Business Expenses; and (9) Violation of Cal. Business & Professions Code
9 section 17200, *et seq.* On November 14, 2023, Elizabeth Chavez commenced a second action
10 against former defendant Beacon Hill Staffing Group LLC and Defendant (*Elizabeth Chavez vs.*
11 *Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247)
12 alleging one cause of action under PAGA. On April 3, 2024, Plaintiff filed an action against
13 Defendant (*Leonard Moore vs. Truepill, Inc.*, Alameda County Superior Court, Case No.
14 24CV070208) alleging one cause of action under PAGA, pursuant to California Labor Code
15 sections 2699 et seq. Defendant denied and continues to deny the allegations in the Actions, denied
16 and continues to deny any failure to comply with the laws identified in in the complaints listed
17 above, and denied and continues to deny any and all liability for the causes of action alleged.

18 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Elizabeth Chavez and
19 Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.

20 2.3 On November 11, 2024, the Parties participated in an all-day mediation presided
21 over by Steven Rottman, which led to this Agreement to settle the Actions.

22 2.4 Prior to mediation, Plaintiff obtained employee timekeeping data, payroll data and
23 records, applicable policies, and counts of current and former employees, and workweeks in the
24 Class Period and PAGA Period. Plaintiff's investigation was sufficient to satisfy the criteria for
25 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
26 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). The
27 Parties have agreed that Plaintiff will file a First Amended Class and Representative Action
28 Complaint in the Action (*Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda

County Superior Court, Case No. 23CV047001) that adds a claim under PAGA and substitutes Plaintiff as the named plaintiff for purposes of approval. This First Amended Class and Representative Action Complaint will be the “Operative Complaint.”

2.5 The Parties have agreed that Elizabeth Chavez will file a Request for Dismissal in the Action (*Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV047001) of her individual claims without prejudice pursuant to California Rules of Court 3.770 in the action.

2.6 The Parties have agreed that Elizabeth Chavez will file a Request for Dismissal of the *Elizabeth Chavez vs. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247 action without prejudice.

2.7 The Parties have agreed that Plaintiff will file a Request for Dismissal of the *Leonard Moore vs. Truepill, Inc.*, Alameda County Superior Court, Case No. 24CV070208 action without prejudice.

2.8 The Parties have agreed that Plaintiff will revise the LWDA letter to broaden the scope of the release to include claims for California Labor Code section 246.

2.9 The Parties have agreed that if Elizabeth Chavez files a class action, representative action, or an individual lawsuit against Truepill Inc., alleging any of the claims that are covered by this Settlement, at any time before the Court issues an order granting approval of this Settlement, Defendant shall have the unilateral option to terminate this Agreement at its sole discretion, and this Agreement shall be null and void and this Settlement will have no force and effect. If this occurs, Plaintiff’s rights and claims asserted in the Operative Complaint shall remain valid and continue as if the Settlement was never reached.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline

1 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
2 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
3 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
4 will revert to Defendant.

5 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
7 Court in the Final Approval Order and Judgment:

8 3.2.1 To Plaintiff: A Class Representative Service Payment to the Class
9 Representative of up to a total of \$7,500, subject to Court approval (in addition to any Individual
10 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
11 as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's
12 request for a Class Representative Service Payment that does not exceed this amount. As part of
13 the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
14 Plaintiff will seek Court approval for the Class Representative Service Payment prior to the Final
15 Approval Hearing. If the Court approves a Class Representative Service Payment less than the
16 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
17 Administrator will pay the Class Representative Service Payment using an IRS Form 1099.
18 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
19 Representative Service Payment.

20 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third
21 (1/3), which is currently estimated to be \$466,666.67 and a Class Counsel Litigation Expenses
22 Payment of not more than \$30,000. Defendant will not oppose requests for these payments
23 provided they do not exceed these amounts. Plaintiff and Class Counsel will file a motion for the
24 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment prior to the Final
25 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
26 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
27 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
28 or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees

1 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
2 Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS
3 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
4 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
5 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
6 sharing of any of these payments.

7 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed
8 \$15,000 except for a showing of good cause and as approved by the Court. To the extent the
9 Administrator's expenses are less or the Court approves payment less than \$15,000, the
10 Administrator will retain the remainder in the Net Settlement Amount.

11 3.2.4 To Each Participating Class Member: Individual Class Payments will
12 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
13 by all Participating Class Members during the Class Period, and (b) multiplying the result by each
14 Participating Class Member's total number of Workweeks worked during the Class Period.

15 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of
16 each Participating Class Member's Individual Class Payment will be allocated to
17 settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject
18 to tax withholding and will be reported on IRS W-2 Forms. Ninety percent (90%)
19 of each Participating Class Member's Individual Class Payment will be allocated to
20 the settlement of claims for interest and penalties (the "Non-Wage Portion(s)"). The
21 Non-Wage Portions are not subject to wage withholdings and will be reported on
22 IRS 1099 Forms. Participating Class Members assume full responsibility and
23 liability for any employee taxes owed on their Individual Class Payment.

24 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
25 Individual Class Payments. Non-Participating Class Members will not receive any
26 Individual Class Payments. The Administrator will retain amounts equal to their
27 Individual Class Payments in the Net Settlement Amount for distribution to
28 Participating Class Members on a pro rata basis.

3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.4.4 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's total number of PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Each Individual PAGA Payment and the LWDA PAGA Payment will be allocated as non-wages (for alleged penalties) for which IRS 1099 Forms will be issued.

3.2.4.5 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Escalator Clause. Based on a review of their records, Defendant estimated there were a total of approximately 59,807 workweeks during the period October 10, 2019 to November 11, 2024. If the number of Workweeks increases by more than 12%, or 7,176 Workweeks (i.e., by more than a total of 66,983 Workweeks), during the Class Period, then the Gross Settlement Amount will be increased on a pro-rata basis for any Workweek added above the 12% increase. For example, if the total number of Workweeks is 13% higher than 59,807, then the Gross Settlement Amount will be increased by 1%.

4.2 Class Data. Not later than 14 days after the Parties are served with the Court's order granting Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Additionally, not later than 14 days after the Parties are

1 served with the Court's order granting Preliminary Approval, Defendant will deliver a declaration
2 to Class Counsel from its data analyst attesting to the total number of Workweeks and PAGA Pay
3 Periods. To protect Class Members' privacy rights, the Administrator must maintain the Class Data
4 in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and
5 restrict access to the Class Data to the Administrator's employees who need access to the Class
6 Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately
7 notify Class Counsel if it discovers that the Class Data omitted Class Member identifying
8 information and to provide corrected or updated Class Data as soon as reasonably feasible. Without
9 any extension of the deadline by which Defendant must send the Class Data to the Administrator,
10 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
11 otherwise resolve any issues related to missing or omitted Class Data.

12 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
13 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
14 taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

15 4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds
16 the Gross Settlement Amount, the Administrator will distribute all Individual Class Payments, all
17 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
18 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
19 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
20 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
21 precede disbursement of Individual Class Payments and Individual PAGA Payments.

22 4.4.1 The Administrator will issue checks for the Individual Class Payments and
23 Individual PAGA Payments and send them to the Participating Class Members and/or
24 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
25 shall prominently state the date (not less than 180 days after the date of mailing) when the
26 check will be voided. The Administrator will cancel all checks not cashed by the void date.
27 The Administrator will send checks for Individual Class Payments to all Participating Class
28 Members (including those for whom a Class Notice was returned undelivered). The

1 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees
2 including Non-Participating Class Members who qualify as Aggrieved Employees
3 (including those for whom a Class Notice was returned undelivered). The Administrator
4 may send Participating Class Members a single check combining the Individual Class
5 Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
6 Administrator must update the recipients' mailing addresses using the National Change of
7 Address Database.

8 4.4.2 The Administrator must conduct a Class Member Address Search for all
9 other Participating Class Members and/or Aggrieved Employees whose checks are returned
10 undelivered without a United States Postal Service ("USPS") forwarding address. Within
11 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
12 forwarding address provided or to an address ascertained through the Class Member
13 Address Search. The Administrator need not take further steps to deliver checks to
14 Participating Class Members and/or Aggrieved Employees whose re-mailed checks are
15 returned as undelivered. The Administrator shall promptly send a replacement check to any
16 Participating Class Member and/or Aggrieved Employee whose original check was lost or
17 misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior
18 to the void date.

19 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose
20 Individual Class Payment check or Individual PAGA Payment check is uncashed and
21 canceled after the void date, the Administrator shall transmit the funds represented by such
22 checks to East Bay Community Law Center consistent with Code of Civil Procedure section
23 384, subdivision (b). The Parties and their counsel each represent that they have no interest
24 or relationship, financial or otherwise, with the intended *cy pres*.

25 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments
26 shall not obligate Defendant to confer any additional benefits or make any additional
27 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
28 specified in this Agreement.

1 4.4.5 Administration of Taxes by the Administrator. The Administrator will be
2 responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees,
3 and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
4 amounts paid pursuant to the Settlement. The Administrator will also be responsible for
5 forwarding all payroll taxes and penalties to the appropriate government authorities.

6 4.4.6 Tax Liability. Defendant makes no representation as to the tax treatment or
7 legal effect of the payments called for hereunder, and Plaintiff and Participating Class
8 Members are not relying on any statement, representation, or calculation by Defendant or
9 by the Administrator in this regard.

10 4.4.7 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
11 section, the “acknowledging party” and each Party to this Agreement other than the
12 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of
13 this Agreement, and no written communication or disclosure between or among the Parties
14 or their attorneys and other advisers, is or was intended to be, nor will any such
15 communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as
17 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
18 independent legal and tax counsel for advice (including tax advice) in connection with this
19 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
20 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon
21 any communication or disclosure by any attorney or adviser to any other party to avoid any
22 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser
23 to any other party has imposed any limitation that protects the confidentiality of any such
24 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally
25 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure
26 of any transaction, including any transaction contemplated by this agreement.
27
28

1 **5. RELEASES OF CLAIMS.** As of the full funding of the Gross Settlement Amount and
2 Effective Date, Plaintiff, Participating Class Members, and the State of California with respect to
3 the Aggrieved Employees will release claims against all Released Parties as follows:

4 5.1 Plaintiff's Release. Plaintiff, on behalf of his respective former and present spouses,
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally releases
6 and discharges the Released Parties from all claims, transactions, or occurrences that occurred
7 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
8 have been, alleged, based on the facts contained in the Operative Complaint, and (b) all PAGA
9 claims that were, or reasonably could have been, alleged, based on facts contained in Plaintiff's
10 PAGA Notice ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or
11 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
12 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
13 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
14 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
15 believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective
16 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

17 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes
18 of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
19 and benefits, if any, of section 1542 of the Civil Code, which reads: A general release does
20 not extend to claims that the creditor or releasing party does not know or suspect to exist in
21 his or her favor at the time of executing the release and that, if known by him or her, would
22 have materially affected his or her settlement with the debtor or released party.

23 5.2 Release by Participating Class Members: All Participating Class Members, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, release the Released Parties from all claims that were
26 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
27 Complaint, arising during the Class Period, including any and all claims that Defendant failed to
28 pay all wages due, including minimum wages and overtime, including, but not limited to, at the

1 regular rate or wages owed from rounding; failed to provide meal and rest periods; failed to pay
2 meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate
3 itemized wage statements; failed to timely pay all wages due during employment and upon
4 termination; and failed to reimburse necessary business expenses. The Released Class Claims
5 include claims for statutory penalties, attorneys' fees and costs, statutory interest, or other relief in
6 connection therewith brought under California Labor Code sections 201, 202, 203, 204, 210,
7 226(a), 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, California Business and
8 Professions Code sections 17200, *et seq.*, and the applicable Industrial Welfare Commission Wage
9 Orders. Except for the PAGA Released Claims, Participating Class Members do not release any
10 other claims, including claims for vested benefits, wrongful termination, violation of the Fair and
11 Employment and Housing Act, unemployment insurance, disability, social security, workers'
12 compensation, or claims based on facts occurring outside the Class Period.

13 5.3 Release by the State of California with respect to the Aggrieved Employees: The
14 State of California with respect to the Aggrieved Employees is deemed to release the Released
15 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
16 alleged, based on the facts stated in the PAGA Notice, arising during the PAGA Period, including
17 any and all claims that Defendant failed to pay all wages due, including minimum wages and
18 overtime, including, but not limited to, at the regular rate or wages owed from rounding; failed
19 provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular
20 rate of pay; failed to furnish accurate itemized wage statements; failed to keep accurate records;
21 failed to timely pay all wages due during employment and upon termination; and failed to reimburse
22 necessary business expenses. The Released PAGA Claims include claims for civil penalties under
23 PAGA for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246,
24 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and the applicable
25 Industrial Welfare Commission Wage Orders.

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for
3 Preliminary Approval”).

4 6.1 Plaintiff will prepare and deliver to Defense Counsel all documents necessary for
5 obtaining preliminary approval, including: (i) a draft of the notice, and memorandum in support, of
6 the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
7 and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision
8 (f)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a
9 signed declaration from the Administrator attaching its “not to exceed” bid for administering the
10 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
11 the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds
12 or other misfeasance; and (v) a signed declaration from Class Counsel attesting to their respective
13 competency to represent the Class Members; their timely transmission to the LWDA of all
14 necessary PAGA documents (initial notice of violations (Lab. Code,
15 § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement
16 (Lab. Code, § 2699, subd. (l)(2)).

17 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously
18 finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement;
19 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in
20 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
21 for delivering the Court’s Preliminary Approval Order to the Administrator.

22 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
25 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary
26 approval or conditions preliminary approval on any material change to this Agreement, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
28 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the

1 Court's concerns.

2 **7. SETTLEMENT ADMINISTRATION.**

3 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
4 serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be
5 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
6 exchange for the Administration Expenses Payment. The Parties and their counsel represent that
7 they have no interest or relationship, financial or otherwise, with the Administrator other than a
8 professional relationship arising out of prior experiences administering settlements.

9 7.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports to state and federal tax authorities.

12 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
14 section 468B-1.

15 7.4 Notice to Class Members.

16 7.4.1 No later than 3 business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state the number
18 of Class Members, Aggrieved Employees Workweeks, and PAGA Pay Periods in the Class
19 Data.

20 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
21 14 days after receiving the Class Data, the Administrator will send to all Class Members
22 identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the
23 form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
24 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
25 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
26 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
27 the Administrator shall update Class Member addresses using the National Change of
28 Address database.

1 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
2 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
3 Notice using any forwarding address provided by the USPS. If the USPS does not provide
4 a forwarding address, the Administrator shall conduct a Class Member Address Search, and
5 re-mail the Class Notice to the most current address obtained. The Administrator has no
6 obligation to make further attempts to locate or send a Class Notice to Class Members
7 whose Class Notice is returned by the USPS a second time.

8 7.4.4 The deadlines for Class Members' written objections, challenges to
9 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
10 additional 14 days beyond the original Response Deadline for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel is
14 contacted by or otherwise discovers any persons who believe they should have been
15 included in the Class Data and should have received a Class Notice, the Parties will
16 expeditiously meet and confer in person or by telephone, and in good faith, in an effort to
17 agree on whether to include them as Class Members. If the Parties agree, such persons will
18 be Class Members entitled to the same rights as other Class Members, and the Administrator
19 will send, via email or overnight delivery, a Class Notice requiring them to exercise options
20 under this Agreement not later than 14 days after receipt of the Class Notice, or the deadline
21 dates in the Class Notice, whichever is later.

22 7.5 Requests for Exclusion (Opt-Outs).

23 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class
24 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
25 not later than the Response Deadline (plus an additional 14 days for Class Members whose
26 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
27 his/her/their representative that reasonably communicates the Class Member's election to
28 be excluded from the Class Settlement and includes the Class Member's full name, mailing

1 address, and email address or telephone number. To be valid, a Request for Exclusion must
2 be timely postmarked by the Response Deadline.

3 7.5.2 If the Administrator has reason to question the authenticity of a Request for
4 Exclusion, the Administrator may demand additional proof of the Class Member's identity.
5 The Administrator's determination of authenticity shall be final and not appealable or
6 otherwise susceptible to challenge.

7 7.5.3 Every Class Member who does not submit a valid and timely Request for
8 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to
9 all benefits and bound by all terms and conditions of the Settlement, including the Released
10 Class Claims, regardless of whether the Participating Class Member actually receives the
11 Class Notice or objects to the Class Settlement.

12 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion
13 is a Non-Participating Class Member and shall not receive an Individual Class Payment or
14 have the right to object to the class action components of the Settlement. Because PAGA
15 claims are subject to claim preclusion upon entry of the Final Approval Order and
16 Judgment, the State of California with respect to the Aggrieved Employees is deemed to
17 release the Released PAGA Claims and the Aggrieved Employees are eligible for an
18 Individual PAGA Payment.

19 7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class
20 Member shall have until the Response Deadline (plus an additional 14 days for Class Members
21 whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
22 (if any) allocated to the Class Member in the Class Notice. The Administrator must encourage the
23 challenging Class Member to submit supporting documentation. In the absence of any contrary
24 documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay
25 Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.
26 The Administrator has the authority to address and make final decisions consistent with the terms
27 of this Agreement on all Class Member challenges over the calculation of Workweeks and/or
28 PAGA Pay Periods. The Administrator's determination of each Class Member's allocation of

1 Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
2 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
3 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
4 Administrator's determination of the challenges.

5 7.7 Objections to the Class Settlement.

6 7.7.1 Only Participating Class Members may object to the class action
7 components of the Settlement and/or this Agreement, including contesting the fairness of
8 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

10 7.7.2 Participating Class Members may send written objections to the
11 Administrator, by mail, not later than the Response Deadline (plus an additional 14 days for
12 Class Members whose Class Notice was re-mailed). In the alternative, Participating Class
13 Members may appear in Court (or hire an attorney to appear in Court) to present oral
14 objections at the Final Approval Hearing, regardless of whether they have submitted a
15 written objection.

16 7.7.3 Non-Participating Class Members have no right to object to any of the class
17 action components of the Settlement.

18 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
19 to be performed or observed by the Administrator contained in this Agreement or otherwise.

20 7.8.1 Website and Toll-Free Number. The Administrator will establish, maintain,
21 and use an internet website (or maintain and use a portion of its existing website) to post
22 information of interest to Class Members including the date, time, and location for the Final
23 Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the
24 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, any motion
25 for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
26 Representative Service Payment, and the Final Approval Order and Judgment. The
27 Administrator will also maintain and monitor a toll-free telephone number to receive Class
28 Member calls.

1 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
2 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
3 Not later than 5 days after the Response Deadline, the Administrator shall email a list to
4 Class Counsel and Defense Counsel containing (a) the names and other identifying
5 information of Class Members who have timely submitted valid Requests for Exclusion
6 (“Exclusion List”); (b) the names and other identifying information of Class Members who
7 have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion
8 submitted (whether valid or invalid).

9 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
10 reports to Class Counsel and Defense Counsel that, among other things, tally the number
11 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
12 Exclusion (whether valid or invalid) received, objections received, challenges to
13 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for
14 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).

15 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which
16 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to
17 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
18 attesting to its due diligence and compliance with all of its obligations under this
19 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
20 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
21 the total number of Requests for Exclusion it received (both valid or invalid), the number
22 of written objections, the number of challenges to Workweeks and/or PAGA Pay Periods,
23 and attach the Exclusion List and any written objections. The Administrator will
24 supplement its declaration as needed or requested by the Parties and/or the Court. Class
25 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

26 7.8.5 Final Report by Settlement Administrator. Within 10 days after the
27 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
28 provide Class Counsel and Defense Counsel with a final report detailing its disbursements

1 by employee identification number only of all payments made under this Agreement. At
2 least 15 days before any deadline set by the Court, the Administrator will prepare and submit
3 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
4 attesting to its disbursement of all payments required under this Agreement. Class Counsel
5 is responsible for filing the Administrator's declaration in Court.

6 **8. DEFENDANT'S RIGHT TO WITHDRAW.**

7 If more than 10% of Class Members submit valid and timely Requests for Exclusion,
8 Defendant may, but is not obligated, to withdraw from the Settlement. The Parties agree that, if
9 Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever,
10 and that neither Party will have any further obligation to perform under this Agreement; provided,
11 however, Defendant will remain responsible for paying all of the Administrator's expenses incurred
12 to that point. Defendant must notify Class Counsel in writing and the Court of its election to
13 withdraw not later than 7 days after the Administrator sends the final Exclusion List to Class
14 Counsel and Defense Counsel; late elections will have no effect.

15 **9. MOTION FOR FINAL APPROVAL.**

16 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
17 final approval of the Settlement that includes a request for approval of the PAGA Settlement under
18 Labor Code section 2699, subdivision (l), and a proposed Final Approval Order and Judgment
19 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to
20 Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
21 will expeditiously meet and confer in person, by email or by telephone, and in good faith, to resolve
22 any disagreements concerning the Motion for Final Approval.

23 9.1 Response to Objections. Each Party retains the right to respond to any objection
24 raised by a Participating Class Member, including the right to file responsive documents in Court
25 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
26 by the Court.

27 9.2 Duty to Cooperate. If the Court does not grant final approval or conditions final
28 approval on any material change to the Settlement (including, but not limited to, the scope of

1 releases to be granted by Participating Class Members and the State of California), the Parties will
2 expeditiously work together in good faith to address the Court's concerns by revising the
3 Agreement as necessary to obtain final approval. The Court's decision to award less than the
4 amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,
5 Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not
6 constitute a material modification to the Agreement within the meaning of this Paragraph.

7 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
8 Approval Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the
9 Settlement solely for purposes of (i) enforcing this Agreement and/or the Final Approval Order and
10 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Final
11 Approval Order and Judgment matters as are permitted by law.

12 9.4 Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
13 consistent with the terms and conditions of this Agreement, specifically including the Class Counsel
14 Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Agreement, the
15 Parties, their respective counsel, and all Participating Class Members who did not object to the
16 Settlement as provided in this Agreement, waive all rights to appeal from the Final Approval Order
17 and Judgment, including all rights to post-judgment and appellate proceedings, the right to file
18 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver
19 of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an
20 objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under
21 this Agreement will be suspended until such time as the appeal is finally resolved and the Final
22 Approval Order and Judgment becomes final, except as to matters that do not affect the amount of
23 the Net Settlement Amount.

24 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Final Approval Order and Judgment in a manner
26 that requires a material modification of this Agreement (including, but not limited to, the scope of
27 releases to be granted by Participating Class Members and the State of California), this Agreement
28 shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to

1 address the appellate court's concerns and to obtain final approval and entry of the Final Approval
2 Order and Judgment, sharing, on a 50-50 basis, any additional Administrator's expenses reasonably
3 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
4 the Class Representative Service Payment or any payments to Class Counsel shall not constitute a
5 material modification of the Final Approval Order and Judgment within the meaning of this
6 Paragraph, as long as the Gross Settlement Amount remains unchanged.

7 **10. AMENDED JUDGMENT.**

8 If any amended judgment is required under Code of Civil Procedure section 384, the Parties
9 will work together in good faith to jointly submit a proposed amended judgment.

10 **11. ADDITIONAL PROVISIONS.**

11 11.1 No Admission of Liability, Class Certification, or Representative Manageability for
12 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
14 any of the allegations in the Operative Complaint have merit or that Defendant has any liability for
15 any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
16 Defendant's defenses in the Action have merit. The Parties agree that class certification and
17 representative treatment is for purposes of the Settlement only. If for any reason the Court does
18 grant preliminary approval, final approval, or enter the Final Approval Order and Judgment,
19 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
20 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
21 for class certification on any grounds available and to contest Defendant's defenses. The
22 Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing
23 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce
24 or effectuate the Settlement and this Agreement).

25 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant,
26 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
27 and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person
28 to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly,

specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Additionally, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members regarding the Settlement in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

1 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Agreement, submitting supplemental evidence, and supplementing points and authorities as
4 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
5 document necessary to implement the Settlement, or on any modification of the Agreement that
6 may become necessary to implement the Settlement, the Parties will seek the assistance of the
7 mediator and/or the Court for resolution.

8 11.7 No Prior Assignments. The Parties separately represent and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
11 or right released and discharged by the Party in the Settlement.

12 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel
13 are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be
14 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
15 CFR Part 10, as amended) or otherwise.

16 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives and approved by the Court.

19 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the State of California, without regard
23 to conflict of law principles.

24 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

1 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders
2 entered during the Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
5 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
6 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
7 connection with the Settlement, may be used only with respect to the Settlement, and no other
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute
9 or California Rules of Court rule. Not later than 90 days after the date when the Court discharges
10 the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
11 funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from
12 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
13 makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

14 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
15 inserted for convenience of reference only and does not constitute a part of this Agreement.

16 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
17 shall be calendar days. In the event any date or deadline set forth in this Agreement falls on a
18 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

19 11.17 Notice. All notices, demands, or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 To Plaintiff: **Blackstone Law, APC**
24 Miriam L. Schimmel
 mschimmel@blackstonepc.com
25 Joana Fang
 jfang@blackstonepc.com
26 Alexandra Rose
 arose@blackstonepc.com
27 Jared C. Osborne
 josborne@blackstonepc.com
28 8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant: **Fisher & Phillips, LLP**

Nathan K. Low
nlow@fisherphillips.com
Abby H. Putzulu
aputzulu@fisherphillips.com
1 Montgomery Street, Suite 3400
San Francisco, CA 94104

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed (including with respect to CCP section 583.330), except to effectuate the terms of this Agreement.

11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

ACCEPTANCE BY PLAINTIFF:

Leonard Moore 10/06/2025
LEONARD MOORE Date:

ACCEPTANCE BY DEFENDANT:

TRUEPILL, INC.

Paul J. Greenall
By: _____

Signature: Paul J. Greenall
Paul J. Greenall (Oct 30, 2025 12:19:46 PDT)

Date: Oct 30, 2025

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Approved as to Form by Counsel:

BLACKSTONE LAW, APC

Date: October 7, 2025


By: Jonathan M. Genish
Miriam L. Schimmel
Joanna Fang
Alexandra Rose
Jared C. Osborne
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Date: November 10, 2025


By: Nathan K. Low
Abby H. Putzulu
Attorneys for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

However, your legal rights are affected by whether you act or do not act, so read this notice carefully.

TO: All persons who worked for Truepill, Inc. (“Defendant”) as non-exempt, hourly-paid employees in the State of California from October 10, 2019 through March 1, 2025 (“Class Period”).

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt, hourly-paid employees who worked for Defendant in California during the Class Period.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
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5. What Are My Options?.....	Page 4
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1. Why Have I Received This Notice?

Truepill, Inc.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Class Claims, as described below, from October 10, 2019 through March 1, 2025 (i.e., the Class Period).

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Judge Michael Markman, located at Department 23, Administration Building, 1221 Oak St, Oakland, California 94612. The Court may continue the Final Approval Hearing without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Class Payment or Individual PAGA Payment.

This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement") is on file with the Court, where it is available for your review.

2. What Is This Case About?

The action entitled *Leonard Moore vs. Truepill, Inc.* was originally commenced by former plaintiff Elizabeth Chavez in the Alameda County Superior Court (Case Numbers 23CV047001) against Truepill, Inc. on October 10, 2023. On [Date], Leonard Moore ("Plaintiff") was substituted as the named Plaintiff in the Action.

Plaintiff's complaint, as amended ("Operative Complaint"), allege claims against Defendant for unpaid minimum wages; unpaid overtime; unpaid meal period premiums; unpaid rest period premiums; wages not timely paid during employment; failure to provide accurate wage statements; untimely final wages; failure to reimburse necessary business expenses; violation of Cal. Business & Professions Code section 17200, *et seq.*; and violations of the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

Defendant in the Action is represented by the following attorneys:

FISHER PHILLIPS LLP
Nathan Low
Abby Putzulu
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Tel: (415) 490-9000
Fax: (415) 490-9001

Plaintiff is represented in the Action by the following attorneys whom the Court has appointed as "Class Counsel":

BLACKSTONE LAW APC
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

Instead, both sides agreed to resolve the lawsuit after weighing the risks and benefits of the Settlement compared with those of continuing the Action, with no decision or admission of who is right or wrong. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and likelihood of appeals, and the uncertainty of several important legal issues. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of the Class Members.

If the Action continued, the Court might rule in favor of Defendant and the Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Class Members.

3. *Am I a Class Member? Am I an Aggrieved Employee?*

You are a “Class Member” if you are currently or were formerly employed by Defendant as a non-exempt, hourly-paid employee in the State of California during the Class Period. The “Class Period” is October 10, 2019 through March 1, 2025.

You are an “Aggrieved Employee” if you are currently or were formerly employed by Defendant as a non-exempt, hourly-paid employee in the State of California during the PAGA Period. The “PAGA Period” is from September 8, 2022 through March 1, 2025.

4. *How Does This Class Action Settlement Work?*

In the Action, Plaintiff sued on behalf of himself and all other similarly situated and/or aggrieved employees who were or are employed by Defendant as non-exempt, hourly-paid employee in the State of California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of the Action resolves the Released Class Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below. Additionally, the Settlement of the Action resolves the Released PAGA Claims of all Aggrieved Employees, regardless of whether they exclude themselves from the Class portion of the Settlement.

The Parties believe the Settlement is fair and reasonable. The Court has reviewed the terms of the Settlement and preliminarily approved the Settlement as fair and reasonable to the Class. However, the Court has not yet finally determined if the Settlement is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the Action, the proposed Settlement, and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of the lawsuit and may receive an Individual Class Payment and Individual PAGA Payment (if applicable). You will release all of the Released Class Claims, as defined in Section 8 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out” of the Class Settlement, by submitting a Request for Exclusion, as defined in Section 6 below. If the Court grants final approval of the Settlement, you will not receive an Individual Class Payment and you will not be bound by the terms of the Class Settlement, and you will not release the Released Class Claims described in Section 8 below.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement.
- **OBJECT:** See Section 7 on how to object to the Class Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Exclude Myself (or “Opt Out”) from This Settlement” and “How Do I Object to the Settlement?”

6. How Do I Exclude Myself (or “Opt Out”) from This Settlement?

If you do not want to take part in the Settlement, you must mail a completed and timely Request for Exclusion to the Settlement Administrator. The Request for Exclusion must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) state your full name, mailing address, and email address or telephone number; (c) clearly state your intention to not wish to be part of and/or to be bound by the Class Settlement; (d) be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your Request for Exclusion to the Settlement Administrator at [address].

The Final Approval Order and Judgment entered following final approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (“Participating Class Members”).

7. How Do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written objection and mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The objection must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) state your full name, mailing address, and email address or telephone number; (c) describe, in clear and concise terms, the legal and factual arguments supporting your objection; (d)

be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (f) be postmarked no later than [the Response Deadline].

Additionally, Class Members who do not opt out of the Settlement may also object to the Settlement by appearing at the Final Approval Hearing (or hire an attorney at your own expense to appear on your behalf) and have their objections heard by the Court.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If the Court rejects the objection, the Class Member will receive an Individual Class Payment and will be bound by the terms of the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. You will be responsible for any attorneys' fees and costs charged by your attorney.

8. *How Does This Settlement Affect My Rights? What Are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Approval Order and Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Approval Order and Judgment and will fully release and discharge Defendant Truepill, Inc., each of its and their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliated companies or entities, and their exempt employees, partners, and agents ("Released Parties") from the Released Class Claims. The "Released Class Claims" are as follows:

All claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, arising during the Class Period, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including, but not limited to, at the regular rate or wages owed from rounding; failed to provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate itemized wage statements; failed to timely pay all wages due during employment and upon termination; and failed to reimburse necessary business expenses. The Released Class Claims include claims for statutory penalties, attorneys' fees and costs, statutory interest, or other relief in connection therewith brought under California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code sections 17200, *et seq.*, and the applicable Industrial Welfare Commission Wage Orders. Except for the PAGA Released Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair and Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Additionally, the State of California with respect to the Aggrieved Employees will fully release and discharge the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are as follows:

All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, arising during the PAGA Period, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including, but not limited to, at the regular rate or wages owed from rounding; failed provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate itemized wage statements; failed to keep accurate records; failed to timely pay all wages due during employment and upon termination; and failed to reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties under PAGA for violations of

California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

If you do NOT exclude yourself from the Settlement by following the procedures set forth pertaining to the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the Released Class Claims provision of the Settlement Agreement.

9. *How Much Can I Expect to Receive from This Settlement?*

The total maximum amount that Defendant is required to pay under this Settlement is One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of 1) Settlement of civil penalties under PAGA in an amount of \$100,000 (“PAGA Penalties”), with 75% (\$75,000) allocated to the California Labor Workforce Development Agency (“LWDA”) and 25% (\$25,000) allocated and distributed to Aggrieved Employees on a *pro rata* basis based on their pay periods during the PAGA Period; 2) Class Representative Service Payment of \$7,500; 3) Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$466,666.67; 4) Class Counsel Litigation Expenses Payment of not more than \$30,000; and 5) Administration Expenses Payment not to exceed \$15,000. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Participating Class Members (Class Members who have not opted out) in Individual Class Payments. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount. The Settlement Administrator will calculate a Participating Class Member’s Individual Class Payment first, by dividing the Net Settlement Amount by the total number of Workweeks of all Participating Class Members, and then second, by multiplying the result by the total number of Workweeks for the respective Participating Class Member. A “Workweek” is defined as any week during which a Class Member performed work for Defendant for at least one shift during the Class Period. Therefore, the value of each Participating Class Member’s Individual Class Payment ties directly to the number of weeks that the Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less standard wage tax withholdings as explained below. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible Workweeks during the Class Period.

The PAGA portion of the Settlement provides that Aggrieved Employees will each receive an Individual PAGA Payment, which is a proportionate share of 25% of the PAGA Penalties (\$25,000) as calculated by the Settlement Administrator. To calculate each Aggrieved Employee’s Individual PAGA Payment, the Settlement will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s total number of PAGA Pay Periods worked during the PAGA Period.

Your approximate Individual PAGA Payment is as follows: \$ [REDACTED]. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible PAGA Pay Periods during the PAGA Period. (If no amounts are stated, that is because according to Defendant’s business records, you are not an Aggrieved Employee.)

If you believe the number of eligible Workweeks and/or PAGA Pay Periods credited to you are incorrect, you may submit a challenge, which is a written letter that must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) contain your full name, signature, mailing address, and email address or telephone number; (c) clearly state you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you are correct; and (e) be submitted by mail to the Settlement Administrator at [address] on or before [the Response Deadline].

Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion(s)"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

One hundred percent (100%) of your Individual PAGA Payment will be treated as penalties. The Settlement will report your Individual PAGA Payment on an IRS Form 1099 and not withhold taxes.

The Settlement Administrator may combine your Individual Class Settlement Payment and (if eligible) your Individual PAGA Payment in a single settlement check. It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of your Individual Class Payment and Individual PAGA Payment to a non-profit *cy pres* recipient. The *cy pres* recipient under the proposed Settlement is East Bay Community Law Center.

10. How Can I Get Additional Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the toll-free telephone number listed below or [web address]. Please refer to "Truepill, Inc. Class Action Settlement."

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Alameda County Superior Court – Rene C. Davidson Courthouse, 1225 Fallon St, Oakland, CA 94612, Monday-Friday (excluding court holidays) between 8:30 a.m. and 4:30 p.m.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV047001) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 6

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 14 Nov 2025 08:21

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

11/14/2025 08:20:46 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/14/2025 08:20:46 AM your Proposed Settlement was successfully processed for case number LWDA-CM-980537-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 14 Nov 2025 08:25

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

11/14/2025 08:25:04 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/14/2025 08:25:04 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1007366-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)